so-called, as said balcony is now constructed and located, project over land now or formerly of said Cumberland Securities Corporation.

The same being and intended to be the premises acquired by the Landlord from Windham Fibres, Inc. by deed dated December 13, 1945, and recorded in Cumberland County Registry of Deeds in Book 1800 at Page 492.

SUBJECT to reservations, conditions and exceptions set forth and described in the deed from Cumberland Securities Corporation to Windham Fibres, Inc., dated July 25, 1945, and recorded in Cumberland County Registry of Deeds in Book 1787 at Page 353.

TO HAVE AND TO HOLD said premises together with the privileges and appurtenances thereunto belonging, and the Landlord's rights, if any, of access, ingress and egress, over any street, highway or alley adjoining or adjacent to or used in connection with said leased premises for a term of five (5) years commencing the first day of October, 1949, and terminating the thirtieth day of September, 1954, subject to the following terms and conditions:

FIRST: The Tenant agrees to pay to the Landlord as rent the sum of Ten Thousand Dollars (\$10,000) per year, said yearly sum to be paid in equal quarterly installments in advance on the first day of each quarter at the office of the Landlord, the first payment to be made on the first day of October, 1949.

SECOND: As additional and further rent, the Tenant agrees to pay and discharge promptly when due and payable all water charges and real estate taxes assessed on said premises. It is understood that all taxes and water charges assessed on said premises during the years 1949 and 1954 shall be duly and properly apportioned between the parties hereto. It is further understood that any and all assessments against the leased premises for local improvements shall be paid by the Landlord, provided however, that if the Tenant shall exercise the Option to purchase the leased premises (hereinafter referred to as the "Purchase Option") then in that event the amount paid by the Landlord for local assessments against the leased premises during the term of the lease shall be added to the purchase price on the exercise of the Option.

THIRD: The Tenant may at its own expense make any alterations or changes in the leased premises, whether structural or otherwise, necessary or suitable to fit the same for the business to be conducted therein, such changes to be made in a good and workmanlike manner and so as not to weaken the building or materially lessen its value. The Landlord agrees to cooperate with the Tenant for the purpose of securing such building and other permits as may be necessary from time to time in making such alterations or changes.

FOURTH: During the term of the lease the Tenant at its own expense agrees to make any and all repairs to the leased premises for damages caused by the Tenant's own acts. The Landlord shall not be obligated to make repairs to the leased premises either exterior or interior.

FIFTH: For the purposes of this lease the term "Group A Buildings" shall be

deemed to mean Buildings No. 1, 1 (Extension), 2, 3, 4, 5 (and attached storage shed), 6, 8 and 9, three Frame Hose nouses, one brick radial stack and one frame loading platform, all as designated on map of leased premises entitled "No. 14255 New England" dated May 1, 1946.

All of the other buildings on the leased premises shall be designated as "Group B Buildings."

As additional and further rent the Tenant covenants and agrees to keep during the term of this lease the Group A Buildings and improvements on the leased premises insured against loss or damage by fire in an amount equal to ninety per cent (90%) of the insurable value of the Group A Buildings, said insurance to be placed with companies satisfactory to the Landlord and said insurance to be made payable to the Landlord and Tenant as their interests may appear, the policies for said insurance to be delivered to the Landlord.

It is understood that, if during the term of the lease there is a partial or total destruction by fire of the Group A Buildings, the Tenant is to be in no way liable or obligated to the Landlord for such damage or destruction except as herein in this section FIFTH specifically provided, but this clause shall not limit the foregoing obligation of the Tenant to carry the insurance provided for in this section.

If, under the coverage of said insurance there is a partial destruction of one or all of the Group A Buildings, and if such destruction, assuming adequate materials and labor to be available, could be repaired in less than sixty (60) days, such repairs shall be completed by the Tenant and there shall be a proportional abatement of the rent, taxes, water charges, insurance and other payments due from the Tenant under the lease during such time as the Tenant cannot use the damaged portion of the Group A Buildings.

In the event of such repair by the Tenant, the Landlord shall reimburse the Tenant for the expense of such repairs, provided however, that the amount of such reimbursement shall not exceed the amount of insurance received by the Landlord as a result of said partial destruction.

If, under the coverage of said insurance the partial or total destruction of the Group A Buildings is so great that more than sixty (60) days, assuming adequate materials and labor to be available, will be required to make the necessary repairs, the Tenent shall have the right to cancel the lease upon giving the Landlord ten (10) days; notice as herein provided, said notice to be given within thirty (30) days of the date of destruction, and the Tenant in addition thereto may, but need not, exercise the Purchase Option and pay the option price, said Purchase Option to be exercised within thirty (30) days of the date of destruction; and upon such exercise the Landlord shall pay over to the Tenant all of the insurance proceeds. In such event the option price shall be One Hundred Thousand Dollars (\$100,000) plus such amounts paid by the Landlord under paragraph SECOND herein for local assessments, plus an amount equal to the total of the remaining payments due under

this lease to September 30, 1954, without diminution because of such destruction.

In the event of such partial or total destruction requiring more than sixty (60) days to repair, assuming adequate materials and labor to be available, and the failure of the Tenant during the thirty (30) days following such destruction to cancel the lease or exercise the Purchase Option, the Tenant shall repair said damage or destruction as promptly as practical, provided however, that during the period of repairs payments by the Tenant shall abate as hereinabove provided. In the event of such repair by the Tenant of such partial or total destruction, the Landlord shall reimburse the Tenant for the expense of such repairs, provided however, that the amount of such reimbursement shall not exceed the amount of insurance received by the Landlord as a result of said destruction.

The Tenant shall be under no duty or obligation to insure any of the Group B Buildings.

SIXTH: The Tenant covenants and agrees to carry boiler and liability insurance in the amount of \$100,000 and \$50,000 respectively, and to make such insurance payable to the Landlord or the Tenant as their interests may appear, and the Tenant further agrees to indemnify, protect and save harmless the Landlord from any and all losses, costs, damage or expenses directly or indirectly arising out of any accident or other occurrence causing injury to any person or property by reason of or in connection with the use and occupation of the leased premises by the Tenant, its agents, employees, invitees or guests, or which may arise out of or be incidental to or in connection with any phase of the business which the Tenant may carry on in the leased premises.

The Tenant has the right at its election to assume the defense of any action in law or in equity which may be brought against the Landlord to recover damages as a result of any accident or other occurrence falling within the terms of this section, and the Landlord shall fully cooperate in such defense.

SEVENTH: The Tenant covenants and agrees to comply with all laws, rules, ordinances and regulations of public authority pertaining to the leased premises and the use thereof.

EIGHTH: The Tenant shall keep the Group A Buildings on the demised premises and yield up the same to the Landlord upon the expiration of the term, in as good order and repair as when delivered to it, damage from natural wear, the elements, fire or other casualty excepted.

NINTH: The Tenant may remove from the leased premises trade fixtures, machinery, heating and lighting fixtures, fans and any other equipment installed by the Tenant during the term of the lease, whether or not such equipment was attached to the premises, it being understood that such equipment shall at all times remain the property of the Tenant. The Tenant, however, agrees to repair any damages to the leased premises occasioned by any such removal.

TENTH: The Tenant shall have the right to assign or sub-lease any part or all of the leased premises without the consent of the Landlord, but in the event of such-

assignment or sub-letting, the Tenant shall remain liable for the rent due under the lease unless otherwise expressly agreed between the prarties hereto.

ELEVENTH: In the event that during the term of this lease the Tenant shall abandon or vacate the leased premises, the same may be relet by the Landlord for such rent and upon such terms as the Landlord may see fit, and, if a sufficient sum shall not be thus realized after paying the expenses of said reletting to satisfy the rent hereby reserved, the Tenant agrees to satisfy and pay all deficiencies.

TWELFTH: In the event the Tenant shall fail to pay the rent in the amount and at the times hereinbefore mentioned, or if the Tenant shall make or suffer any strip or waste of the leased premises, or shall fail to quit and surrender the leased premises to the Landlord, or its attorney, at the end of said term in the manner herein provided for, or shall continue to violate any of the covenants or conditions in the lease by the Tenant to be performed or observed after having been notified in writing in the manner herein provided for by the Landlord that a violation exists, or if the estate hereby created shall be taken from the Tenant by process of law, except for eminent domain, or if proceedings in bankruptcy or insolvency are begun by or against the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, the Landlord may, after not less than thirty (30) days' notice to the Tenant, enter and expel the Tenant or those claiming under it and remove its effects without prejudice to any other remedies for arrears of rent or breach of covenant, and upon such entry said term shall cease.

THIRTEENTH: The Landlord covenants that during the term of this lease or any renewal thereof a road giving access to the loading platform will be available to the Tenant, and that if the Tenant exercises the Purchase Option herein contained, the Landlord will, as soon as reasonably practicable, provide the Tenant with an easement authorizing use of the present road or will, as soon as reasonably practicable, provide the Tenant with a satisfactory road over the leased premises from the highway to the loading platform.

FOURTEENTH: The Landlord shall have the right to enter into and upon the leased premises during reasonable business hours for the purpose of examining and inspecting the same. The Landlord covenants that the Tenant, upon performing the covenants hereunder on its part to be performed, shall and may peaceably have, hold and quietly enjoy the leased premises during the term of the lease.

FIFTEENTH: It is mutually understood and agreed that covenants and agreements contained in this lease shall apply to and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SIXTEENTH: All notices and demands hereunder or otherwise which may be given or may be required, shall be in writing and be served by registered mail if intended for the Tenant addressed to it at South Windham, Maine, or such attorneys as it shall hereafter designate in writing, and if intended for the Landlord at South Windham, Maine, or such other address as the Landlord shall hereafter designate in writing.

SEVENTEENTH: In the event that the Tenant should make the changes and alterations provided in paragraph THIRD hereof, or in the event that the Tenant for any reason should re-condition or clear any part of the leased premises (even though not for immediate use by the Tenant), the Tenant shall have the right in making such changes and alterations or in re-conditioning to remove any fixtures and appurtenances, whether or not attached to the buildings, located on the leased premises, and may sell such fixtures and appurtenances so removed on a salvage basis, the proceeds of such sales being for the Tenant's own account.

EIGHTEENTH: The Tenant shall furnish its own heat during the term of this lease and shall pay for all electricity and other services used by it on the demised premises during the term of this lease.

NINETEENTH: In consideration of the covenants herein contained, the Landlord hereby grants, for itself, its successors and assigns, unto the Tenant an option, exercisable only if at the time of such exercise there shall not be any breach or non-observance of any of the covenants and agreements herein on the part of the Tenant to be performed, to lease the demised premises for the further term of two (2) years from the expiration of said present term, at the same annual rental as herein provided, subject to Tenant's tax and insurance obligations, and to the other terms, conditions, agreements and covenants as are contained in this lease, except this present covenant for renewal.

Said option shall be exercised by the Tenant by giving at least sixty (60) days' written notice to the Landlord before the expiration of the term hereby created.

TWENTIETH: In consideration of the covenants herein contained, the Landlord hereby grants for itself, its successors and assigns, unto the Tenant an option, exercisable only if at the time of such exercise there shall not be any breach or non-observance of any of the covenants and agreements herein on the part of the Tenant to be performed, to purchase the leased premises, as follows:

- (a) Said option may be exercised by the Tenant during the last sixty (60) days of the lease term by giving notice to the Landlord as herein provided at least thirty (30) days prior to the closing date fixed in said notice. The purchase price upon such exercise of the Purchase Option will be One Hundred Thousand Dollars (\$100,000) except as such purchase price is increased under the terms of the lease set forth above. It is mutually agreed that there shall be no reduction or abatement of the rent provided for under the lease as a result of the exercise of the option prior to the end of the lease term.
- (b) If said option is not exercised by the Tenant during the term of five (5) years hereby created and the Landlord exercises its option to extend the lease for two (2) years, the Purchase Option may be exercised at any time during said two-year extension by giving at least thirty (30) days! notice in writing to the Landlord of the intention to exercise the Purchase Option. The purchase price upon such exercise during said extended term of two years shall be One Hundred Thousand Dollars (\$100,000), except as such purchase price is increased under the terms of this lease

as set forth above. If the option is exercised during said two-year extended term, rent and other charges under this lease shall terminate on the date of the delivery of the deed.

On the exercise of the option the conveyance shall be made by the Landlord by a warranty deed. Said deed shall be subject to the same reservations, conditions and exceptions as the present lease.

The deed shall be delivered by the Landlord with the necessary revenue stamps thereto attached, upon receipt of payment at the office of Autchinson, Pierce, Atwood & Scribner, 465 Congress Street, Portland, Maine.

IN WITNESS WHEREOF, the said Landlord has caused its corporate seal to be hereunto affixed and these presents to be executed in its name and behalf by George C. Soule, it President and Treasurer, thereunto duly authrorized, and the said Tenant has caused its corporate seal to be hereunto affixed and these presents to be executed in its name and behalf by W. F. Best, its Vice President, thereunto duly authorized, all as of the day and year first above written.

WITNESS:

MAINE STEEL, INC. CORPORATE SEAL

Fred C. Scribner Jr.

By George C. Soule

Its President & Treasurer

BAKER REFRIGERATION CORPORATION CORPORATE SEAL

Harvey Gaylord

By W. F. Best

Its Vice President

STATE OF MAINE

CUMBERLAND, SS:

September 28, 1949

Personally appeared the above-named George C. Soule, President and Treasurer of Maine Steel, Inc., and acknowledged the above instrument to be his free act and deed in his said capacities, and the free act and deed of said corporation.

Before me, Fred C. Scribner Justice of the Peace

STATE OF MAINE

CUMBERLAND, SS:

September 28, 1949

Personally appeared the above-named W. F. Best, Vice President of Baker Refrigeration Corporation, and acknowledged the above instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me, Fred C. Scribner Jr. Justice of the Peace Received September 28, 1949, at 4h 50m P.M., and recorded according to the original.

KNOW ALL MEN BY THESE PRESENTS THAT I, Lila T. Kinney of Cumberland in the K County of Cumberland and State of Maine, mortgagee of a certain mortgage given by A Francis V. Metivier and Lilly Mae Metivier to Lila T. Kinney dated July 8, A.D.1949, and recorded in Cumberland Registry of Deeds Book 1968 Page 29, in consideration of One dollar and other valuable considerations paid by Martha Ellen Ashmore the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and convey unto the said Martha Ellen Ashmore the said mortgage, the note, debt and claim thereby

To
<u>Assign.</u>

Thence Northerly along the line of land of Llevellyn L. Davis One hundred and forty-one (141) feet more or less to the point of beginning. Being part of the premises conveyed to William H. Davis by Sarah J. Berry by Warranty Deed dated January 18th, 1893 and recorded in the Cumberland County Registry of Deeds Book 601 Page 116.

PARCEL #3

A certain lot or parcel of land situated in the Town of Brunswick County of Cumberland and State of Maine, bounded and described as follows: Beginning at the Northwesterly corner of land of Roland Rush on the Easterly side of Pollard Avenue.

Thence Northerly Seventy (70) feet along the Easterly side of Pollard Avenue.

Thence Easterly One hundred and fifty-six (156) feet along the Southerly line of the Nellie Weed property to the Westerly line of Emile

LaChance. Thence Southerly along the Westerly line of Emile LaChance

Seventy-four and one half $(74\frac{1}{2})$ feet to the Roland Rush Corner. Thence Easterly along the Northerly line of Roland Rush, Ninety-

eight (98) feet to the point of beginning. Being part of the premises conveyed to William H. Davis by Sarah J. Berry by Warranty Deed dated January 18th, 1893 and recorded

in the Cumberland County Registry of Deeds Book 601 Page 110.

Tax Assessor

State of Maine Kennebec, SS.

Date signed De 17 1953

Augusta, DEC 1 7 1953.

Personally appeared the above named Ernest H. Johnson and acknowledged the above instrument to be his free act and deed in his said capacity.

Notary Public

CUMBERLAND, 88 STATE OF MAINE

REGISTRY OF DEEDS AUG 24 1954

Received at & H-Man and recorded in Book 2192 Page 9

CANCELLATION

Fox

to

KNOW ALL MEN BY THESE PRESENTS:

Baker Refrigeration Co Rel

That, whereas, by instrument of lease dated September 28, 1949, Maine Steel, Inc, as landlord, leased to Baker Refrigeration Corporation, as tenant, the real estate hereinafter described, which lease appears of record in Book 1971 page 352 of the Records of the County of Cumberland, State of Maine; and

Whereas, by instrument dated March 1, 1953, and not recorded, American Wheelabrator and Equipment Corporation, a Nebraska corporation, formerly known as Baker Refrigeration Corporation (which Baker Refrigeration Corporation was the lessee in the aforementioned lease) assigned said lease to

Baker Refrigeration Co., a co-partnership; and

VIL RESP00529

Whereas, the real estate, subject of said lease, is now owned by Irving Fox, of New York City, New York; and

Whereas, the said Irving Fox and Baker Refrigeration Co., a co-partnership, desire to cancel said lease and release each of the parties thereto, both landlord and tenant, from all the terms, conditions and obligations thereof.

NOW, THEREFORE, said Irving Fox, now the owner of the real estate hereinafter described, by the acquisition and ownership of said real estate, has become the landlord under said lease, and Baker Refrigeration Co., a co-partnership, all of the members of whom are Fred Weiland, A. J. Butchkes, Joseph H. Hoodin and Jerome K. Jelin and Fred Weiland, Trustee, for mutual considerations paid by each to the other, receipt whereof each does hereby acknowledge, do hereby cancel said lease above referred to and release each other from all claims, demands, actions or causes of action howsoever arising thereon or therefrom.

Said lease covered the premises described as follows:

A certain lot or parcel of land with buildings thereon, located in the Town of Windham, at Little Falls, so called, in said County of Cumberland and more particularly bounded and described as follows, to-wit:

Beginning in said town of Windham at a point on the easterly side of the Old Gray Road, so called, being the main street in the village of South Windham, four and one-half (4-1/2) feet southerly from the southwesterly corner of the old tavern, so called, situated at the southeasterly corner of Depot Street and said Old Gray Road; thence running south 83° 53' east to the southwesterly corner of land, formerly of William Bickford and now or formerly of Cumberland Securities Corporation, at an iron pipe set in the ground; thence northerly three and one-half (3-1/2) rods, more or less, to the southerly side of Depot Street; thence easterly along said Depot Street eighty-nine and one-half (89-1/2) feet, more or less, to an iron pin set in the ground at land now or formerly of Charles W. Bailey; thence southerly by said Bailey land to the southwesterly corner thereof at an iron pin in the ground; thence easterly by said Bailey land seventy-four (74) feet, more or less, to the southeasterly corner thereof at an iron pin set in the ground; thence northerly by said Bailey land to the southerly side of Depot Street at an iron pin set in the ground; thence easterly along the southerly side of said Depot Street to the northwesterly corner of land now or formerly of the Hart heirs; thence south 18° 30' east by the westerly side of s aid Hart heirs' land one hundred forty-one (141) feet to a concrete monument; thence south 44° 25' east by said Hart heirs' land seventy-two (72) feet to an iron pin; thence north 72° 51' east and on line of a fence eight (8) rods ten (10) links, more or less, to the westerly line of land of the Maine Central Railroad Company; thence southerly along said westerly line of said Maine Central Railroad Company land seven hundred (700) feet; thence westerly at right angles to the last mentioned course two hundred thirty (230) feet; more or less, to an iron pipe set in the ground one rod easterly from the top of the bank of the Presumpscot River; thence northerly on a line parallel with the top of said bank and one rod easterly therefrom a distance of four hundred sixty (460) feet, more or less, to an iron pipe set three (3) feet southerly from the southerly face of a concrete building known as the Machine Room Building; thence north 77° 23' west parallel with and three (3) feet distant southerly from the face of said Machine Room Building two hundred thirty-one (231) feet, more or less, to the base of the southerly

the Wheel House, so called; thence southerly, easterly, southerly, westerly and northerly along the facr of the foundation of the Wheel House, so called, to the southerly face of the foundation of the Main Building, at a point where the westerly foundation of said Wheel House intersects the same; thence westerly along the southerly face of the foundation of said Main Building and the extension thereof to a corner of said foundation; thence northerly along the base of the westerly and of said foundation wall eight (8) feet, more or less, to a point where said base intersects the projection easterly of the southerly faces, at the bases thereof, of the two concrete piers which support the southerly side of said Extension; thence westerly along said projected line fortythree (43) feet, more or less, to the southwesterly corner of the base of the concrete pier which supports the southwesterly corner of said Extension; thence northerly and at right angles to the last mentioned course a distance of nineteen (19) feet, more or less, to a point at the intersection with a straight line projected easterly parallel with and three (3) feet southerly from the southerly side of Storehouse No. 3; thence westerly along said last mentioned projected line to the easterly side of the Old Gray Road; thence northerly along the easterly side of the Old Gray Road to the point of beginning. TOGETHER with all the Grantor's right, title and interest in and to the land to the center lines of any streets or roads adjoining said premises; also the right to have the balcony which is annexed to the southerly wall of the concrete building, so called, as said balcony is now constructed and located, projects over the land now or formerly of Cumberland Securities Corporation.

- 2

IN WITNESS WHEREOF the parties hereto have duly executed

| this instrument as of this 27 da | y of December, 1953. |
|----------------------------------|-------------------------------------|
| Signed in the presence of: | Srungelse |
| Evelyn Grossman | Irving Fox BAKER REFRIGERATION CO. |
| · () | a co-partnership |
| | By Fred WEiland |
| Clar Miller | By Delse N. M. |
| Elsie m. Butels | Joseph H. Hoodin |
| | A. J. Butchkes |
| | By Jame K. el |
| | Jerome K. Jelin |
| | Fred Weiland, Trustee |

STATE OF NEW YORK
COUNTY OF New York

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, this 270 day of December, 1953, the above mentioned Irving Fox, landlord mentioned in the within lease, and known to me to be the person who executed the foregoing instrument, admowledged the execution of the foregoing to be his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last aforesaid.

otary Public -New York

STATE OF OHIO COUNTY OF HAMILTON

ss:

HELEN M. GORDON
Notary Public, State of New York
No. 24-6598900
Unalified in Kings County
Commission Expires March 30, 1950 VIL RESPOSS

Remmission Expires March 30, 1950 VIL

County

Personally appeared before me, the undersigned, a Notary Public in 27th day of December, 1953, the and for said county and state, this above named Baker Refrigeration Co., 'a co-partnership and Fred Weiland, Joseph H. Hoodin, A. J. Butchkes, Jerome K. Jelin and Fred Weiland, Trustee, individually as members thereof and acknowledged that the execution of the forgoing cancellation of lease to be the free act and deed of said copartnership and of the individual members thereof.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last aforesaid.

CLARA MARŽHEUSER Notary Public, Hamilton County, Ohio

My Commission Expires Aug. 11, 18 57

STATE OF OHIO COUNTY OF HAMILTON :

Before me, the undersigned, a Notary Public in and for said county and state, this 27th day of December, 1953, personally appeared Fred Weiland, Joseph H. Hoodin, A. J. Butchkes, Jerome K. Jelin, and Fred Weiland, trustee, who each being duly sworn, deposes and says that they are the sole and only partners of Baker Refrigeration Co. a co-partnership to whom the lease described in the foregoing instrument was assigned by instrument dated March 1, 1953; that there are no other members of said partner-

ship other than these affiants.

Weiland,

Sworn to and subscribed in my presence this

day of December,

1953.

CLARA MARZHEUSER Notary Public, Hamilton County, Ohio My Commission Expires Aug. 11, 19 50

REGISTRY OF DEEDS AUG 24 1954 CUMBERLAND, 88 STATE OF MAINE Received at /o Has Man and recorded in Book 2192 Page 10

Know all Men by these Presents, Chat

Windham Fibres, Inc., a corporation organized and existing under the laws of the State of Maine and located at Portland, in the County of Cumberland and State of Maine,

in consideration of One Dollar (\$1.00) and other valuable considerations paid by Maine Steel, Inc., a corporation organized and existing under the laws of the State of Maine and having a place of business in South Portland, in said County and State, the receipt whereof does hereby acknowledge, does hereby, give, grant, bargain, sell and convey unto the said

Maine Steel, Inc., its successors and assigns forever,

All real estate and interests therein owned by or standing of record in the name of the Grantor on the date hereof and situated in the County of Cumberland and State of Maine.

U.S.I.R. \$17.60 W.F.Inc. 12/13/45

On Hune and in Huld the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Maine Steel, Inc., its successors and assigns, to it and

Corporation does hereby their use and behoof forever. And the said Grantor, covenant with the

its successors said Grantee, heirs and assigns, that it is

lawfully seized in fee of the premises; that they are free of all

that it has have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successorsheirs, shall and will warrant and defend the same to the said Grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons.

the said Windham Fibres, Inc. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by G. C. Soule, its President and Treasurer, thereunto duly authorized,

-nave-nereumto

hand _ and seal this 13th one thousand nine hundred and forty-five.

day of December

in the year of our-Lord

Signed, Sealed and Delivered in presence of

Fred C. Scribner, Jr.

WINDHAM FIBRES, INC.

CORPORATE SEAL

By G. C. Soule, President and Treasurer

State of Maine, County of

December 13, 1945

Then

Personally appeared

the above named aforesaid, G. C. Soule, President and Treasurer of said Grantor Corporation as and acknowledged the foregoing instrument to be his capacity, and the free act and deed of said corporation. Before me, free act and deed. in his said

Fred C. Scribner, Jr., Justice of the Peace.

December 13

1945, at 4 o'clock 20 m. P. M., and recorded according to the original.

Received December 13

Registry of Deeds, Plan Book 11, Page 61. Said lot five hundred sixty-seven (567) is situated on Hillcrest Avenue and said lot six hundred thirty (630) is situated on Park Court, and said lots measure each thirty (30) feet in width by ninety (90) feet in depth, and contain each, according to said plan two thousand seven hundred (2700) square feet, more or less. Being the same premises conveyed to Enoch G. Curry by Mary E. Varney by deed dated June 8, 1909, and recorded in said Cumberland County Registry of Deeds, Book 843, Page 108.

Also certain lots or parcels of land situated on Hillcrest Avenue and Park Court in said Portland, to wit: - Lots numbered five hundred sixty-nine (569), five hundred seventy (570), six hundred twenty-seven (627) and six hundred twenty-eight (628), as shown on plan by A. L. Eliot, C. E. of lots at Brighton Avenue Terrace Annex now or formerly belonging to J. W. Wilbur, which said plan bears date August 1, 1907, and is recorded in the Cumberland County Registry of Deeds, Plan Book 11, Page 61. Said lots each measure thirty (30) feet in width by ninety (90) feet in depth, and contain each according to said plan, twenty-seven hundred (2700) square feet, more or less. Being the same premises conveyed to Enoch G. Curry by Louisa A. Merrill by deed dated July 20, 1910, and recorded in said Cumberland County Registry of Deeds, Book 861, Page 474. This conveyance was made subject to the restriction mentioned in deed of Jacob W. Wilbur to said Louisa A. Merrill, viz:- that no shanties or huts shall be built on the lots aforesaid.

Being the same premises conveyed by Ina J. Heatley of said Portland, to the said Ahira W. Bridges, by her deed of mortgage, dated on the 29th day of May, 1944, and recorded in the Cumberland County Registry of Deeds in Book 1744, Page 185; and that such entry was made and possession taken as aforesaid for the avowed purpose of foreclosing said mortgage because of a breach of the condition thereof.

> Olive K. Bridges Olive K. Bridges

Max L. Pinansky Max L. Pinansky

State of Maine. County of Cumberland, ss.

August 9, 1945.

Signed and sworn to by the said Olive K. Bridges and Max L. Pinansky.

Before me, Mary E. Davis

Justice of the Peace

Received August 17, 1945, at 4h 20m P. M., and recorded according to the original

THIS INDENTURE, made this 25th day of July, 1945, by and between CUMBERLAND Cumber-Land SECURITIES CORPORATION, a corporation duly organized and existing under the laws of the State of Maine and having its principal place of business at Portland, in the County of Cumberland, said State, party of the first part, hereinafter sometimes called the "Grantor", and WINDHAM FIBRES, INC., a corporation duly organized and existing under and by virtue of the laws of said State and having its principal place of business at said Portland, party of the second part, hereinafter sometimes called the "Grantee",

Securities Corp. to Windham Fibres, Inc. Deed

F.D.G.

WITNESSETH

In consideration of the sum of One Dollar and other valuable consideration paid by said WINDHAM FIBRES, INC., the receipt whereof is hereby acknowledged, the said Cumberland Securities Corporation does hereby give, grant, bargain, sell and convey unto the said WINDHAM FIBRES, INC., its successors and assigns forever, a certain lot or parcel of land with buildings thereon, located in the Town of Windham, at Little Falls, so called, said County and State, more particularly bounded and described as follows:

Beginning in said town of Windham at a point on the easterly side of the Old Gray Road, so called, being the main street in the Village of South Windham, four and one-half $(4\frac{1}{2})$ feet southerly from the southwesterly corner of the old tavern, so called, situated at the southeasterly corner of Depot Street and said Old Gray Road; thence running south 83° 53' east to the southwesterly corner of land, formerly of William Bickford and now of this Grantor, at an iron pipe set in the ground; thence northerly three and one-half $(3\frac{1}{2})$ rods, more or less, to the southerly side of Depot Street; thence easterly along said Depot Street eighty-nine and one-half $(89\frac{1}{2})$ feet, more or less, to an iron pin set in the ground at land now or formerly of Charles W. Bailey; thence southerly by said Bailey land to the southwesterly corner thereof at an iron pin set in the ground; thence easterly by said Bailey land seventy-four (74) feet, more or less, to the southeasterly corner thereof at an iron pin set in the ground; thence northerly by said Bailey land to the southerly side of Depot Street at an iron pin set in the ground; thence easterly along the southerly side of said Depot Street to the northwesterly corner of land now or formerly of the Hart heirs; thence south 18° 30' east by the westerly side of said Hart heirs' land one hundred forty-one (141) feet to a concrete monument; thence south 44° 25' east by said Hart heirs' land seventy-two (72) feet to an iron pin; thence north 72° 51' east and on line of a fence eight (8) rods ten (10)links, more or less, to the westerly line of land of the Maine Central Railroad Company; thence southerly along said westerly line of said Maine Central Railroad Company land seven hundred (700) feet; thence westerly at right angles to the last mentioned course two hundred thirty (230) feet, more or less, to an iron pipe set in the ground one rod easterly from the top of the bank of the Presumpscot River; thence northerly on a line parallel with the top of said bank and one rod easterly therefrom a distance of four hundred sixty (460) feet, more or less, to an iron pipe set three (3) feet southerly from the southerly face of a concrete building known as the Machine Room Building; thence north 77° 23' west parallel with and three (3) feet distant southerly from the face of said Machine Room Building two hundred thirtyone (231) feet, more or less, to the base of the southerly foundation wall of the Main Building, so called, at the easterly side of the Wheel House, so called; thence southerly, easterly, southerly, westerly and northerly along the face of the foundation of the Wheel House, so called, to the southerly face of the foundation of the Main Building, at a point where the westerly foundation of said Wheel House inter-

VIL RESP00535

sects the same; thence westerly along the southerly face of the foundation of said Hain Building and the extension thereof to a corner of said foundation; thence northerly along the base of the westerly end of said foundation wall eight (8) feet, more or less, to a point where said base intersects the projection easterly of the southerly faces, at the bases thereof, of the two concrete piers which support the southerly side of said Extension; thence westerly along said projected line forty-three (43) feet, more or less, to the southwesterly corner of the base of the concrete pier which supports the southwesterly corner of said Extension; thence northerly and at right angles to the last mentioned course a distance of nineteen (19) feet, more or less, to a point at the intersection with a straight line projected easterly parallel with and three (3) feet southerly from the southerly side of Storehouse No. 3; thence westerly along said last mentioned projected line to the easterly side of the Old Gray Road; thence northerly along the easterly side of the Old Gray Road; thence northerly along the easterly side of the Old Gray Road to the point of beginning.

Together with all the Grantor's right, title and interest in and to the land to the center lines of any streets or roads adjoining said premises; also the right to have the balcony which is annexed to the southerly wall of the concrete building, so called, as said balcony is now constructed and located, project over the land of the Grantor; also all personal property owned by the Grantor which is located on the above described premises at the date hereof.

Meaning and intending to convey a portion of the premises conveyed to this Grantor by Robert Gair Company, Inc. by deed dated March 7, 1940, recorded in Cumberland County Registry of Deeds, Book 1601, Page 95. The above described premises are conveyed expressly subject to all the exceptions and reservations as the same are specifically set forth in said Robert Gair Company, Inc. deed; also the agreement dated July 25, 1913 between E. I.DuPont de Nemours Powder Company and Androscoggin Pulp Company, respecting the dam at Little Falls, to the extent that said agreement may remain in force; also sidetrack agreement with the Maine Central Railroad Company; and any state of facts which an accurate survey would show.

Excepting from this conveyance a triangular piece of land containing 5,580 square feet, more or less, adjoining the westerly line of said Maine Central Railroad Company, which was conveyed by Samuel D. Warren, et al, surviving trustees, to Portland and Ogdensburg Railroad by deed dated September 30, 1908, recorded in said Registry, Book 823, Page 396.

Also excepting from this conveyance a pole line easement between this Grantor and Central Maine Power Company, dated October 6, 1944, recorded in said Registry, Book 1759, Page 348.

Excepting and reserving to the Grantor, its successors and assigns, all riparian rights (exclusive of any flowage rights other than those excepted and reserved in the following paragraph) and all rights of every kind and nature in and to the waters of the Fresumpscot River, including without limitation of the foregoing the exclusive right to use, lower, discharge and divert the waters of said River and any of its tributaries at any and all times without restriction or liability RESP00536

F.D.G. kind as may be deemed desirable by the Grantor and without liability for any damage which may be caused by drouth, flood or uneven handling of said waters.

Also excepting and reserving as aforesaid the perpetual right and easement to overflow and flood the above described premises as the same may be overflowed and flooded by means of the present dam as the same is now constructed across the Presumpscot River at Little Falls, so called, or any renewals or replacements thereof, or any dam constructed at or near the location of the present dam with a total effective height, including flashboards, of an elevation of 110, which is 1.66 feet below a benchmark located at the southwesterly corner of the concrete wall of the Wheel House shown on Plan entitled "Plan of Property covered in Deed to Windham Fibres, Inc. from Cumberland Securities Corporation" dated July 17, 1945, which said Plan is to be recorded in the Cumberland County Registry of Deeds.

Also excepting and reserving as aforesaid the right to land and construct a dam, with or without flashboards, against the southerly wall and foundation of said Main Building and/or the Extension thereof and the westerly wall and foundation of said Wheel House; also the right to maintain and repair at the points of contact with said walls and foundations any dam as now or hereafter constructed, including flashboards; also the right to face up with masonary to the height and thickness deemed desirable by the Grantor said wall and foundation of said Main Building and the Extension thereof, including its westerly wall and foundation, and said westerly wall and foundation of said Wheel House, expressly including the right to face up to the level of the basement floor of said Extension the section of the foundation wall of said Extension which runs under the same; also the right to cover up with masonry any or all of the lower windows in the southerly wall of said Main Building, the southerly and westerly walls of said Extension and the westerly wall of said Wheel House; also the right to maintain and repair said facing, but without obligation on the part of the Grantor to maintain or repair the same or the wall or foundation walls to which said facing may be affixed; also the right to block off and fill in and keep blocked off and filled in each of the penstocks running under the buildings hereby conveyed; also the right to fill in up to the basement floor levels the space behind and adjacent to the inner side of the southerly foundation and wall of said Main Building, said Extension (expressly including the right to fill in with masonry the space behind and adjacent to that section of the foundation wall of said Extension which runs under said Extension) and the westerly foundation and wall of said Wheel House to the extent deemed desirable by the Grantor to reinforce the same adequately in connection with its operation and maintenance of the present dam as the same is now constructed, including flashboards, or any other dam including flashboards which may be constructed at or near Little Falls, so called; also the right to maintain said fill but without obligation on the part of the Grantor to maintain the same or the walls and foundation walls which said fill is designed to reinforce. Said rights may be exercised by sluicing in fill through the lower windows of said Main Building, said Extension or said Wheel House and down through openings which VIL_RESP00537 may be cut in the basement floors of said buildings.

Also excepting and reserving as aforesaid the right to enter upon the above described premises for the purpose of constructing, operating and maintaining its said dams and appurtenances connected therewith and to repair, replace and maintain such part of the southerly and westerly walls of said Main Building and the Extension thereof and the Wheel House as may be necessary in the opinion of the Grantor to enable it to efficiently operate its said dam or any other dams constructed at or near Little Falls, so called; provided that the exercise of said right shall not unreasonably interfere with the operation and use by the Grantee of the premises hereby conveyed.

Also excepting and reserving as aforesaid the right to pass and repass for any and all purposes to and from Depot Street to any point on said one-rod strip located along the easterly bank of the Presumpscot Liver and/or to its dam constructed at said Little Falls along the two rights of way as the same are now located from Depot Street, and through the buildings as the same now are or hereafter may be constructed upon the above described premises along suitable and convenient rights of way to be designated by the parties hereto.

Also excepting and reserving as aforesaid the perpetual rights and easements to erect, repair, rebuild, operate and patrol electric transmission and distribution lines consisting of suitable and sufficient poles and/or towers with sufficient foundations, together with wires strung upon and extending between the same for the transmission of electric energy, together with all necessary fixtures, cross-arms, braces, anchors, wires and guys over and along (1) a strip of land 100 feet in width and extending from the southerly boundary of the above described premises on the easterly side of the Presumpscot River to a point 25 feet distant northerly from the Grantor's substation as the same is now constructed on the easterly side of said Presumpscot River, the westerly boundary of said strip to be 372 feet distant westerly from the center line of the present transmission line of the Grantor as the same is now constructed and the easterly boundary to be $62\frac{1}{2}$ feet distant easterly from the center line of said transmission line as now constructed; and (2) a strip of land 100 feet in width extending in a westerly direction from said substation or from some suitable and convenient point on the aforesaid pole line to the easterly line of the premises hereby conveyed; also the right to cut, trim and remove such trees, branches and underbrush as will in the opinion of the Grantor, its successors or assigns, interfere with or endanger the operation of said electric lines; also the right to cut, trim and remove any tall trees located outside either of said strips which in falling would in the opinion of the Grantor, its successors or assigns, interfere with or endanger the operation of said lines.

Also excepting and reserving as aforesaid the perpetual rights and easements

(1) to operate, repair, replace and maintain the Grantor's said substation as the same is now located; (2) to operate, repair, rebuild and maintain the Grantor's distribution line as the same is now constructed extending from its substation to the southerly wall of the Grantee's building, including the fixtures attached to said building; (3) to erect, operate, repair, rebuild and maintain a distribution RESP00538

be located from the Grantor's said substation northwesterly to the Grantee's building; and (4) to enter upon the above described premises for the purposes of constructing, operating and maintaining said substation and pole lines.

Also excepting and reserving as aforesaid that part of the dam constructed across the Presumpscot River at Little Falls, so called, as is located on the above described premises.

U.S.I.R. \$7.15 7/25/45 <u>F.D.G.</u>

TO HAVE AND TO HOLD the above described premises with all the privileges and appurtenances thereunto belonging to the said Windham Fibres, Inc., its successors and assigns, to its and their own use and behoof forever, except as aforesaid; subject, however, to the covenants and agreements hereinafter contained.

AND the said Grantor Corporation does hereby covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises; that they are free of all incumbrances, except as aforesaid; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

AND for the consideration aforesaid the said Windham Fibres, Inc. hereby covenants and agrees for itself, its successors and assigns, as follows:

- (1) That no matter reasonably objectionable to the Grantor shall be dumped or thrown into or suffered to pass into the Presumpscot River from the premises hereby conveyed.
- (2) That the Grantee shall indemnify and hold harmless the Grantor, its successors and assigns, from any and all damage resulting directly or indirectly to property of the Grantee from the excavation for and construction of any dam or dams which may be built at or near said Little Falls to a height with flashboards not to exceed an elevation of 110, which height is 1.66 feet below a benchmark located at the southwesterly corner of the concrete wall of the Wheel House shown on said Plan, except for such damage as may result directly from the gross or wilful negligent acts of the Grantor.

It is mutually understood and agreed that a certain lease made by and between the parties hereto as of January 1, 1945, is hereby cancelled and deemed to be null and void and of no effect.

Nothing in this Indenture contained shall be deemed to give anyone other than the Grantee, its successors or assigns, any rights either at law or in equity against the Grantor, its successors or assigns.

The provisions of this Indenture shall be binding upon and inure to the benefit of the successors and assigns of Cumberland Securities Corporation and Windham Fibres, Inc. wherever the context permits.

IN WITNESS WHEREOF, said Cumberland Securities Corporation has caused its corporate name to be signed and its corporate seal affixed by Fred D. Gordon, its President, hereunto duly authorized, and the said Windham Fibres, Inc. has caused its corporate name to be signed and its corporate seal affixed by Gustav Machlup, its Treas-

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urer, hereunto duly authorized, all as of the day and year first above written. Signed, Sealed and Delivered in Presence of

CUMBERLAND SECURITIES CORPORATION

CORPORATE SEAL

Fred C. Scribner, Jr.

By Fred D. Gordon, President

WINDHAM FIBRES, INC.

CORPORATE SEAL

Fred C. Scribner, Jr.

By Gustav Machlup Treasurer

STATE OF MAINE,

Cumberland, ss.

July 25, 1945.

Personally appeared the above named Fred D. Gordon, President of Cumberland Securities Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Cumberland Securities Before me, Fred C. Scribner, Jr. Corporation.

Justice of the Peace

STATE OF MAINE,

Cumberland, ss.

July 25, 1945.

Personally appeared the above named Gustav Machlup, Treasurer of Windham Fibres, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Windham Fibres, Inc.

Before me, Fred C. Scribner, Jr.

Justice of the Peace

Received August 17, 1945, at 4h 35m P. M., and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS THAT WINDHAM FIBRES, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having its principal place of business at Portland, in the County of Cumberland and Maine said State, in consideration of Twelve Thousand Five Hundred Dollars (\$12,500) paid Mort. by MAINE STEEL, INC. a corporation duly organized and existing under and by virtue of the laws of said State and having its principal place of business at said Portland, the receirt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the said Maine Steel, Inc., its successors and assigns forever, the lot or parcel of land with the buildings thereon located in the Torn of Windham at Little Falls, so-called, in said County and State, which was acquired by the Grantor under and pursuant to the terms of a certain indenture between the Grantor and Cumberland Securities Corporation, dated July 25, 1945, and recorded in Cumberland County Registry of Deeds on August 17, 1945.

This conveyance is made subject to all the covenants, restrictions, reservations, easements and impairments of title set forth and described in said indenture of trust.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all privileges and appurtenances thereof to the said MAINE STEEL, INC., its successors and assigns. to its and their own use and behoof forever, and the Grantor does covered wire ESP00540

Windham Fibres, Inc. to Steel, Inc.

Discharge Book 2146 Page 460

KNOW ALL MEN BY THESE PRESENTS:

That Robert Gair Company, Inc., a Delaware corporation having its principal

Co., I

to

place of business at No. 155 East 44th Street, City, County and State of New York,

Cumb.

Securities

Corporation of One Hundred Dollars (\$100.), paid by Cumberland Securities

Corporation, a Maine corporation having its principal place of business in Port
land, Maine, the receipt whereof it does hereby acknowledge, does hereby give,

grant, bargain, sell and convey unto said Cumberland Securities Corporation, its

successors and assigns, forever, real property situate in the Towns of Windham

and Gorham, in the County of Cumberland, State of Maine, more particularly described as follows:

A.

A certain lot or parcel of land, with the buildings thereon, situate in said Towns at Little Falls, so called:

Beginning in said town of Windham at a point on the easterly side of the old Gray Road, so called, being the main street in the village of South Windham, four and one-half $(4\frac{1}{2})$ feet southerly from the southwesterly corner of the old tavern, so called, situated at the southeasterly corner of Depot Street and said old Gray Road; thence running South 83° 53' East to the southwesterly corner of land formerly of William Bickford and now of Grantor; thence northerly three and one-half $(3\frac{1}{2})$ rods to the southerly side of Depot Street, so called; thence easterly along said Depot Street eighty-nine and one-half (891) feet, more or less, to land now or formerly of Charles W. Bailey; thence southerly by said Bailey land to the southwesterly corner thereof; thence easterly by said Bailey land seventy-four (74) feet, more or less, to the southeasterly corner thereof; thence northerly by said Bailey land to the southerly side of Depot Street; thence easterly along said Depot Street to the northwesterly corner of land now or formerly of the Hart heirs; thence South 18° 30' East by the westerly side of said Hart heirs' land one hundred forty-one (141) feet to a post; thence South 44° 25' East by said Hart heirs' land seventy-two (72) feet to a post; thence North 72° 51' East and on line of a fence eight (8) rods ten (10) links to the westerly line of land of the Maine Central Railroad Company; thence southerly along said westerly line of said MaineCentral Railroad Company land fifty-five (55) rods five (5) links to the site of a fence; thence continuing southerly along said westerly line of said Maine Central Railroad Company land to land now or formerly of Mallison Falls Manufacturing Company; thence westerly by said land of Mallison Falls Manufacturing Company to the westerly high water line of the Presumpscot River; thence northerly and westerly along the westerly and southerly high water line of said River, including any land in the bed of said River situated in the adjoining town of Gorham, to the easterly side of the old Gray Road; thence northerly along said old Gray Road to the point of beginning.

Being a portion of the premises described in the deed from Sebago Wood Board

Co. to Androscoggin Pulp Company (a Maine corporation), dated April 4 1900 records P00541

Robert
Gair
Co., Inc.
to
Cumb.
Securities
Corp.
Deed

ed in Cumberland County Registry of Deeds in Book 687, Page 383, and in the following three deeds to Androscoggin Pulp Company (a Massachusetts Corporation): from Cora E. Libby, dated March 29, 1917, recorded in said Registry in Book 988, Page 189; from Fiske Warren, Cornelia Warren and William H. Dunbar, Trustees, dated May 1, 1917, recorded in said Registry in Book 989, Page 409; from William H. Bickford, dated September 8, 1919, recorded in said Registry in Book 1031, Page 260.

EXCEPTING, however, from the above described premises a triangular piece of land containing 5,580 square feet, more or less, adjoining the westerly line of said Maine Central Railroad Company land conveyed by Samuel D. Warren and Mortimer B. Mason, Surviving Trustees, to the Portland & Ogdensburg Railroad by deed dated September 30, 1908, recorded in said Registry in Book 823, Page 396.

TOGETHER with all the Grantor's right to the use of the waters of the Presumpscot River where it adjoins said premises, and together with all the Grantor's right, title and interest in and to the land to the center lines of any streets or roads adjoining said premises and in and to all strips and gores of land adjoining the above described premises and the covenants, reservations, rights and privileges in favor of the grantor in the deed from Sebago Wood Board Co. to William W. Mason, Trustee, made November, 1899 and recorded in the Cumberland County Registry Office in Book 684, Page 175.

and all other real estate situate in said Towns of Windham and Gorham, owned by Androscoggin Pulp Company, (a Massachusetts corporation) on March 21, 1935, excepting, however, that strip of land conveyed by Robert Gair Company, Inc. to the inhabitants of the Town of Windham by deed dated February 4, 1938, said strip being approximately 15 feet wide by 48 feet long, and adjoining the rear of the municipal Fire Station on the westerly side of the Gray Road in the Village of South Windham.

В.

A certain lot or parcel of land, with the buildings thereon, situated in the Town of Gorham, in the Village of South Windham, so called, on the easterly side of Main Street (sometimes called the Old Gray Road), bounded and described as follows:

COMMENCING at a concrete post set in the easterly side line of said street and the northerly side line of land formerly of Ting Libby, and later of Cora Sawyer; thence northerly by said street to the Presumpscot River; thence easterly and southerly by and along the said river to land now or formerly of Eugene Hawkes; thence westerly by said Hawkes! land two hundred thirteen and eighteen one-hundredths (213.18) feet to land now or formerly of Peter Davis; thence northerly by said land of Davis and by said Cora Sawyer's land to the most northeasterly corner of said Sawyer's land; thence westerly by said Sawyer's land to said concrete post and point of beginning, and being the last described lot in the deed from the Androscoggin Pulp Company to the Andros Company, dated the 12th day of August, A. D. 1932, and duly recorded in Cumberland County Registry of Deeds in Book 1406, Page 113, to

VIL_RESP00542

which reference may be had for a further description of said lot or parcel of land.

EXCEPTING, however, from the land last described, the following two lots or

parcels of land with the buildings thereon:

1. A certain lot or parcel of land with the buildings thereon situated in said Gorham, on the easterly side of said Main Street (Old Gray Road), bounded and described as follows:

COMMENCING at a concrete post set in the corner formed by the easterly side line of said Main Street with the northerly side line of land of said Cora Sawyer; thence northerly by said Street line ninety-two (92) feet to a point; thence easterly in a line parallel with the said northerly side line of said Cora Sawyer land and continuing in the same direction to a point twenty (20) feet westerly from the high water line of the Presumpscot River; thence southerly parallel with said high water line and holding the width of twenty (20) feet westerly therefrom to land of Eugene Hawkes; thence westerly by said Eugene Hawkes land to said Cora Sawyer land or land of persons unknown; thence northerly by said land of persons unknown and by said Sawyer land to the most northeasterly corner of said Sawyer land; thence westerly by said Sawyer land to said concrete post in the line of said Main Street and the point of beginning; being the lot of land conveyed by said Andros Company to George N. Sferes, by deed dated March 1, 1934 and recorded in said Registry in Book 1433, Page 260.

2. A certain lot or parcel of land with the buildings thereon situated in said Gorham, on the easterly side of said Main Street, otherwise called the Old Gray Road, bounded and described as follows:

BEGINNING at a point in the easterly side line of said Gray Road, so called, said point being the most northwesterly corner of the lot above-described conveyed to George N. Sferes; thence northerly by the easterly side line of said Gray Road, eighty-three (83) feet to a point, said point being marked by an iron hub driven into the ground; thence easterly by a line eighty-three (83) feet distant from and parallel with the northerly side line of said lot of land belonging to Sferes one hundred ninety-two (192) feet to a point marked by an iron hub set in the ground; thence southerly by a line parallel with the easterly side line of said Gray Road a distance of eighty-three (83) feet to an iron hub set in the ground; thence west-erly by the northerly side line of said Sferes land to the point of beginning, this point being marked by an iron hub set in the ground;

But including all the Grantor's right and title in and to said River and the bed thereof and in and to the land in said Old Gray Road.

BEING the same property described in the deed from Andros Company to Andros-coggin Paper and Pulp Corporation dated April 30, 1935, recorded in the aforesaid Registry in Book 1648, at Page 145.

TOGETHER with all privileges and appurtenances of the parcels of land hereby conveyed.

SUBJECT TO:

Company and Androscoggin Pulp Company, respecting the dam at said Little Falls, to the extent said agreement may remain in force.

Letting at will to Specialty Converters, Inc., by instrument dated July 6, 1939, at a rental of \$25.00 per month, covering the second floor of building No. 5 (the finishing and shipping building), as shown on the map of Grantor's said property, dated December 2, 1931, prepared by Factory Insurance Association, Hartford, Connecticut, which map is hereinafter referred to as the Insurance Map.

Oral letting to Ellis Paperboard Products, Inc., of the first floor of said building No. 5 at a rental of \$25.00 per month.

Side track agreements with Maine Central Railroad.

Any state of facts which an accurate survey would show.

TOGETHER with all machinery and mill equipment of the Grantor on said property, EXCEPTING the following three machines, title to which, together with spare parts and the equipment necessary for the running of said three machines, and the right to maintain said three machines in their respective present locations, are hereby expressly reserved to the Grantor:

- 1. The 108-inch paperboard machine now located in the building designated No. 4 (Machine Room) on the Insurance Map, as to which machine the Grantor reserves title and the right to maintain said machine in its present location for the period of six months from the date of this deed.
- 2. The 64-inch paperboard machine now located in the northerly portion of the building designated No. 1 (Main Building) on the Insurance Map, as to which machine the Grantor reserves title and the right to maintain said machine in its present location for the period of six months from the date of this deed.
- 3. The 64-inch machine, used for drying and lapping ground wood pulp, now located in the southerly or river side of the building designated No. 1 (Main Building) on the Insurance Map, as to which machine the Grantor reserves title and the right to maintain said machine in its present location for the period of six months from the date of this deed but agrees not to remove said machine from the property for the period of sixty days from the date of this deed.

TO HAVE AND TO HOLD the aforegranted and bargained premises and property, with all the privileges and appurtenances thereof, to said Cumberland Securities Corporation, its successors and assigns, to its and their use and behoof forever.

AND the Grantor covenants that neither it nor its dissolved subsidiary, Androscoggin Paper & Pulp Corporation, has done or suffered anything whereby said premises and property have been encumbered in any way whatsoever, except as aforesaid.

IN WITNESS WHEREOF, said Robert Gair Company, Inc. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by its President thereunto duly authorized, this 7th day of March, in the year of our Lord one thousand nine hundred forty.

U.S.I.R. \$50.00 Cancelled 3/7/40 G.M.

ROBERT GAIR COMPANY, INC. CORPORATE SEAL

By George E. Dyke,

President

ATTEST:

Walere d. Homes

Secretary

State of New York } SS.:

March 7, 1940.

Then personally appeared the above-named George E. Dyke, President of Robert Gair Company, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

I, Archibald R. Watson, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that J. W. Duerr whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said County, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Queens with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York this 7 day of Mar. 1940.

Archibald R. Watson

NEW YORK SEAL County Clerk and Clerk of the Supreme Court
Received March 11, 1940, at 3h 30m P. M., and recorded according to the original

NOTICE TO PREVENT EASEMENT OR RIGHT OF WAY

Swift &

We, Raymond W. Swift and Dorothy E. Swift, both of Melrose, in the County of Notice Middlesex, Commonwealth of Massachusetts, owners of a certain lot or parcel of land, with the buildings thereon, situated in the Town of Harpswell, in the County of Cumberland and State of Maine, and bounded and described as follows, to wit:

Beginning at the northeasterly corner of the land of J. C. Ham, at the message Person 1. C. Ham, at

By Edward M. Whitaker, Asst. Treasurer

Signed and Sealed in presence of

Allyn K. Talmadge

Commonwealth of Massachusetts County of Hampden ss

On this 29th day of July, 1936, before me personally appeared Edward M. Whitaker to me personally known, who, being by me duly sworn, did say that he is the Asst. Treasurer of The Federal Land Bank of Springfield and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and the said Edward M. Whitaker acknowledged said instrument to be the free act and deed of said corporation and his own free act and deed.

Allyn K. Talmadge, Notary Public, Notarial Seal Before me, My commission expires Mar. 13, 1942.

RDJ:AH

Received August 7, 1936, at 8h, -m, A.M. and recorded according to the original.

KNOW ALL MEN BY THESE PRESENTS, That Androscoggin Paper and Pulp Corporation, Andros. a corporation organized and existing under the laws of the State of Delaware, having a place of business at South Windham in the County of Cumberland and State of Maine, in consideration of one hundred dollars (\$100) paid by Robert Gair Company, Inc., a Delaware corporation having an office at 155 East 44th Street, New York, N. Y., the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey, unto the said Robert Gair Company, Inc., its successors and assigns forever:

Paper & Pulp Corp Robert Gair Co. Deed

A certain lot or parcel of land situated in the towns of Windham and Gorham in the County of Cumberland and State of Maine, at Little Falls, so called, together with the mills, mill privileges, buildings, dams, structures, fixtures, water rights and privileges and other appurtenances thereto belonging, bounded and described as follows:

BEGINNING in said town of Windham at a point on the easterly side of the old Gray Road, so called, being the main street in the village of South Windham, four and one half $(4\frac{1}{2})$ feet southerly from the southwesterly corner of the old tavern , so called, situated at the southeasterly corner of Depot Street and said Old Gray Road; thence running South 830 53' East to the southwesterly corner of land formerly of William Bickford and now of the grantor; thence northerly three and one half $(3\frac{1}{2})$ rods to the southerly side of Depot Street, so called; thence easterly along said Depot Street eighty-nine and one half $(89\frac{1}{2})$ feet, more or less, to land now or formerly of Charles W. Bailey; thence southerly by said Bailey land to the southwesterly corner thereof; thence easterly by said Bailey land seventy-four (74)

feet, more or less, to the southeasterly corner thereof; thence northerly by said Bailey land to the southerly side of Depot Street; thence easterly along said Depot Street to the northwesterly corner of land now or formerly of the Hart heirs; thence south 18°30' east by the westerly side of said Hart heirs' land one hundred forty-one (141) feet to a post; thence south 44° 25' east by said Hart heirs' land seventy-two (72) feet to a post; thence north 1709 east and on line of a fence eight (8) rods ten (10) links to the westerly line of land of the Maine Central Railroad Company; thence southerly along said westerly line of said Maine Central Railroad Company land fifty-five (55) rods five (5) links to the site of a fence; thence continuing southerly along said westerly line of said Maine Central Railroad Company land to land now or formerly of Mallison Falls Manufacturing Company; thence westerly by said land of Mallison Falls Manufacturing Company to the westerly high water line of the Presumpscot River; thence northerly and westerly along the westerly and southerly high water line of said River, including any land in the bed of said River situated in the adjoining town of Gorham, to the easterly side of the old Gray Road; thence northerly along said old Gray Road to the point of beginning.

Being a portion of the premises described in the deed from Sebago Wood Board Co. to Androscoggin Pulp Company (a Maine Corporation), dated April 4, 1900 recorded in Cumberland County Registry of Deeds in Book 687, Page 383 and in the following three deeds to Androscoggin Pulp Company (a Massachusetts Corporation); from Cora E. Libby, dated March 29, 1917, recorded in said Registry in Book 988, Page 189; from Fiske Warren, Cornelia Warren and William H. Dunbar, Trustees, dated May 1, 1917, recorded in said Registry in Book 989, Page 409; from William H. Bickford, dated September 8, 1919, recorded in said Registry in Book 1031, Page 260.

Excepting, however, from the above described premises a triangular piece of land containing 5,580 square feet, more or less, adjoining the westerly line of said Maine Central Railroad Company land conveyed by Samuel D. Warren and Mortimer B. Mason, Surviving Trustees, to the Portland & Ogdensburg Railroad by deed dated September 30, 1908, recorded in said Registry in Book 823, Page 396.

TOGETHER with the right to use all the water in the Presumpscot River where it adjoins said premises and, together with all the right, title and interest of the Grantor in and to the land to the centre line of the beds of any streets or roads adjoining said premises and all the land in the beds of any bodies of water adjoining or crossing said premises, and all strips and gores of land adjoining the above described premises, and all the covenants and reservations, right and privileges in favor of the grantor in the deed from Sebago Wood Board Co. to William W. Mason, Trustee, made November 1899 and recorded in the aforesaid Registry Office in Book 684, Page 175, and all real estate wherever situated, owned by Androscoggin Pulp Company (a Massachusetts corporation) on March 21, 1935.

BEING the same property described in the deed from Androscoggin Pulp Company

(a Massachusetts corporation) and Andros Company to this Grantor, dated March 21, 1935, recorded in the Cumberland County Registry of Deeds in Book 1465 at Page 379.

AND ALSO a certain lot or parcel of land situated in the Town of Gorham, in the Village of South Windham, so called, in the County of Cumberland, State of Maine, on the easterly side of Main Street (sometimes called the Old Gray Road), bounded and described as follows, to wit:

COMMENCING at a concrete post set in the easterly side line of said street and the northerly side line of land formerly of Ting Libby, and later of Cora Sawyer; thence northerly by said street to the Presumpscot River; thence easterly and southerly by and along the said river to land now or formerly of Eugene Hawkes; thence westerly by said Hawkes' land two hundred thirteen and eighteen one-hundredths (213.18) feet to land now or formerly of Peter Davis; thence northerly by said land of Davis and by said Cora Sawyer's land to the most northeasterly corner of said Sawyer's land; thence westerly by said Sawyer's land to said concrete post and point of beginning, and being the last described lot in the deed from the Androscoggin Pulp Company to the Andros Company, dated the 12th day of August A.D. 1932, and duly recorded in Cumberland County Registry of Deeds in Book 1406, page 113, to which reference may be had for a further description of said lot or parcel of land.

Excepting, however, from the land last described, the following two lots or parcels of land with the buildings thereon, to wit:

1. A certain lot or parcel of land with the buildings thereon situated in said Gorham, on the easterly side of said Main Street (Old Gray Road), bounded and described as follows, to wit:

COMMENCING at a concrete post set in the corner formed by the easterly side line of said Main Street with the northerly side line of land of said Cora Saw-yer; thence northerly by said street line ninety-two (92) feet to a point; thence easterly in a line parallel with the said northerly side line of said Cora Saw-yer land and continuing in the same direction to a point twenty (20) feet westerly from the high water line of the Presumpscot River; thence southerly parallel with said high water line and holding the width of twenty (20) feet westerly therefrom to land of Eugene Hawkes; thence westerly by said Eugene Hawkes land to said Cora Sawyer land or land of persons unknown; thence northerly by said land of persons unknown and by said Sawyer land to the most northeasterly corner of said Sawyer land; thence westerly by said Sawyer land to said concrete post in the line of said Main Street and the point of beginning; being the lot of land conveyed by said Andros Company to George N. Sferes, by deed dated March 1, 1934 and recorded in said Registry in Book 1433, Page 260.

2. A certain lot or parcel of land with the buildings thereon situated in said Gorham, on the easterly side of said Main Street, otherwise called the Old Gray Road, bounded and described as follows, to wit:

BEGINNING at a point in the easterly side line of said Gray Road, so called,

said point being the most northwesterly corner of the lot above described conveyed to George N. Sferes; thence northerly by the easterly side line of said Gray road eighty-three (83) feet to a point; said point being marked by an iron hub driven into the ground; thence easterly by a line eighty-three (83) feet distant from and parallel with the northerly side line of said lot of land belonging to Sferes one hundred ninety-two (192) feet to a point marked by an iron hub set in the ground; thence southerly by a line parallel with the easterly side line of said Gray road a distance of eighty-three (83) feet to an iron hub set in the ground; thence westerly by the northerly side line of said Sferes land to the point of beginning, this point being marked by an iron hub set in the ground.

TOGETHER with the land in the bed of the Presumpscot River, and in the bed of said Main Street, adjoining the land hereinabove described, and all rights of the Grantor in and to said River and Street.

BEING the same property described in the deed from Andros Company to this Grantor, dated April 30, 1935, recorded in the aforesaid Registry of Deeds in Book 1468 at Page 145.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Robert Gair Company, Inc., its successors and assigns, to its and their use and behoof forever.

IN WITNESS WHEREOF, the said Androscoggin Paper and Pulp Corporation has caused this instrument to be sealed with its corporate seal and signed in its corporate name by its President thereunto duly authorized, this 30th day of July in the year one thousand nine hundred and thirty-six.

Signed, Sealed and Delivered in presence of

rallow & Thomas

Secretary

ANDROSCOGGIN PAPER AND PULP CORPORATION CORPORATE SEAL

By E. Victor Donaldson, President

State of New York County of New York ss July 30th, 1936.

Then personally appeared the above named E. Victor Donaldson, President of Androscoggin Paper and Pulp Corporation, the Grantor Corporation aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me, J. W. Duerr, Notary Public, Queens Co. Clk's No. S176 N.Y. Co.Clk's No. 634 Reg. No 8 D 386 Commission expires March 30, 1938.

Joseph W. Duerr on Notarial Seal

State of New York) ss County of New York)

No. 41523 Series D

I, Albert Marinelli, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, Do Hereby Certify that said Court is a Court of Record, having by law a seal; that J. W. Duerr whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has fire \$P00549 Office of the County of New York a certified copy of his appointment and qualifi-

A.H.Chapman Land

cation as Notary Public, for the County of Queens with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York in the County of New York, this 4_ day of Aug. 1936.

Albert Marinelli, Clerk NEW YORK SEAL Received August 7, 1936 at 8h, 25m, A.M. and recorded according to the original.

KNOW ALL MEN BY THESE PRESENTS, That A. H. Chapman Land Co., a corporation organized and existing under the laws of Maine and having its principal place of business in Portland, in the County of Cumberland and State of Maine, assignee and owner of a certain mortgage given by Luther S. Pressley to Abram H. Chapman dated July 25, A. D. 1930, and recorded in Cumberland County Registry of Deeds, Book 1292, Page 423, does hereby acknowledge that it has received full payment and satisfaction of the same and of the debt thereby secured, and in consideration thereof do hereby cancel and discharge said mortgage, and release unto the said Luther S. Pressley, his heirs and assigns forever the premises therein described.

IN WITNESS WHEREOF, the said A. H. Chapman Land Co. has caused its corporate name to be signed and its corporate seal to be hereto affixed by William B. Nulty, its Treasurer thereunto duly authorized this fifth day of August A. D. 1936. Signed, Sealed and Delivered in presence of

L. M. Eastman

A. H. CHAPMAN LAND CO.

CORPORATE SEAL
By William B. Nulty, Its Treasurer

State of Maine Cumberland ss August 5, 1936.

Personally appeared the above named William B. Nulty, Treasurer of A. H. Chapman Land Co. as aforesaid and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said A. H. Chapman Land Co.

Before me, Clarence A. Brown, Justice of the Peace Received August 7, 1936, at 10h, 4lm, A.M. and recorded according to the original.

KNOW ALL MEN BY THESE PRESENTS, That I, William Lyons of Westbrook, in the County of Cumberland and State of Maine, mortgagee and owner of a certain mortgage given by Ellie K. Hawes of said Westbrook, to me dated April 26, A. D. 1932, and recorded in Cumberland County Registry of Deeds, Book 1395 Page 158, do hereby acknowledge that I have received full payment and satisfaction of the same,

Lyons to Hawes

Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 15 day of July, 1932.

Daniel E. Finn Clerk NEW YORK STATE SEAL Received August 22, 1932, at 9h 25m A. M., and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS That the Androscoggin Pulp Company, a corpora- Androstion organized by law and having a place of business at Windham, in the County of Cumberland and State of Maine, in consideration of one dollar and other valuable considerations, paid by the Andros Company, a corporation organized by law and hav- War. ing a place of business at Dover, in the County of Kent and State of Delaware, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey, unto the said Andros Company, its successors and assigns forever, a certain lot or parcel of land with the buildings thereon situated in said Windham, in said County and State, bounded and described as follows, viz: southerly by the road leading by the John A. Andrews house and the Depot of the Portland and Ogdensburg Railroad in said Windham, easterly, northerly and westerly by land formerly of John J. Bodge, and now owned by Edward McKay, containing one and one-fourth $(1\frac{1}{4})$:

Being the same premises conveyed to Susan M. Grant by name of Susan M. Jordan, by Ann Maria Douglass on September 20, 1886, by deed recorded in said Cumberland County Registry of Deeds, in Book 529, Page 411, to which deed and record reference is hereby made for a further description of said premises.

acres, more or less, being ten (10) rods fronting on road and twenty (20) rods back.

Also another certain lot or parcel of land with the buildings thereon situated near Little Falls in said town of Windham, and lying on the road leading from the Horse Beef Road by the house of the late William Bacon to the Little Falls Road running past the house of Levi Bragdon, and bounded as follows, viz: Commencing on the westerly side of said road at the northeasterly corner of land now or formerly owned by William T. Wadwell; thence westerly by said land to the Portland and Ogdensburg Railroad; thence northerly by said railroad six (6) rods and eight (8) links to a stake; thence easterly twenty-nine (29) rods and four (4) links to a point on said road five (5) rods northerly from the point of beginning; thence southerly by said road to the point of beginning, containing one (1) acre, more or less.

And being the same premises conveyed by John P. Askov to said Androscoggin Pulp Company by his deed of warranty dated on the twenty-eighth day of May, A. D. 1917, and recorded in said Cumberland County Registry of Deeds, in Bool/11, RESP00551

coggin Pulp Co. to Andros Co.

U.S.I.R. \$14.00 A.P.C. Aug.12, 1932.

.149, to which deed and record reference is hereby made for a further description of said premises.

Also another certain lot or parcel of land with the buildings thereon situated in said Windham, containing four (4) acres and ninety-three (93) square rods, and bounded as follows, viz: Beginning at an iron pin marking the northeast corner of said lot; thence running south fifteen and three-fourths $(15\frac{3}{4})$ degrees, east thirty-three (33) rods and nine (9) links on the line of the town road, now called High Street; to an iron pin or marker; thence south seventy-three and one-half $(73\frac{1}{2})$ degrees, west twenty-nine (29) rods and seven (7) links to an iron pin on the line of the property of the Maine Central Railroad; thence north (8) degrees, east on line of said Railroad thirty-seven (37) rods and four (4) links to an iron pin; thence north seventy-five (75) degrees east fourteen (14) rods and seventeen (17) links to point of beginning.

This lot is conveyed subject to a proposed street called Androscoggin Street, and leading westerly over and across said lot from High Street, so called, to the Maine Central Railroad location.

Excepting and reserving however, from the last described lot herein and from this conveyance a certain lot or parcel of land with all the buildings thereon, situated in said Windham, on the northerly side of proposed Androscoggin Street, bounded and described as follows, to wit: Beginning at a pin to be driven into the ground in the northerly side line of said street; thence northerly in a straight line thirteen (13) feet and eight (8) inches, easterly from the easterly side line of the dwelling house standing on said lot, sixty-seven (67) feet and seven (7) inches to a pin; thence easterly two (2) feet to a pin; thence northerly one hundred twenty-two (122) feet to a pin; thence southwesterly seventy-five (75) feet to a pin; thence southeasterly one hundred eighty-one (181) feet to a pin to be driven in the said side line of said proposed street; thence easterly by said side line of said proposed street; thence easterly by said side line of said proposed street, about ninety-two (92) feet to the point of beginning and the first named pin. This lot was conveyed to George W. and Letitia L. Freiday on March 4, 1932, by deed recorded in said Cumberland Registry of Deeds, in Book 1289, Page 222.

Also another certain lot or parcel of land situated in said Windham, bounded and described as follows, viz: Beginning on the westerly side of what was in 1890, known as the Main or River Road at the east corner of the old Andrews Farm, now or formerly owned by Hazen Whittier; thence running south about sixty-eight (68) degrees west on the line of said Andrews Farm to the easterly side line of the Portland Ogdensburg Railroad location, now the Maine Central Railroad; thence southerly by said Railroad line to an iron hub driven in said easterly side line of said Railroad location and the southerly side line of the lot herein described; thence easterly on a line parallel to the first mentioned line and by and along the northerly side line of the State Reformatory for Men farm, and to the westerly side line of said River Road; thence northerly by said River Road line to the point of beginning, and being a part of the same premises conveyed to the grantor herein the print of the Spring Spring 552

et als. trustees, by their deed dated on the first day of May, A. D. 1917, and recorded in said Registry, in Book 989, Page 409.

This lot is conveyed subject to a street called High Street extending over and across said lot from the northerly side line thereof to the southerly side line thereof, and also to a proposed street, leading from said High Street over and across said lot to said River road.

Excepting and reserving however, from this last described lot and from this conveyance, ten (10) certain lots or parcels of land heretofore conveyed, to wit: One lot to George Ranloff, two lots to William Swendsen, one lot to George Bailey, one lot to Abe Libby, one lot to Charles Phinney, one lotto Augustine Pecoraro, one lot to Edward McKay, and two lots to Warren Dolley, and any other lot that may have been conveyed.

Also another certain lot or parcel of land with all the buildings thereon situated in Gorham, in the village of South Windham, so called, on the easterly side of Main Street, bounded and described as follows, to wit: Commencing at a concrete post set in the easterly side line of said street and the northerly side line of land formerly of Ting Libby, now owned by Cora Sawyer; thence northerly by said street line to the Presumpscot river; thence easterly and southerly by and along the said river to land of Eugene Hawkes; thence westerly by said Hawkes land two hundred thirteen and eighteen one-hundredths (213.18) feet to land of Peter Davis; thence northerly by land of said Davis and by said Cora Sawyer's land to the most northeasterly corner of said Sawyer's land; thence westerly by said Sawyer's land to said concrete post and point of beginning.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Andros Company its successors and assigns, to it and their use and behoof forever.

AND it does covenant with the said grantee its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all incumbrances; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors and assigns shall and will warranty and defend the same to the said grantee its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, it the said Androscoggin Pulp Company has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by F. E. Schluter its Treasurer hereunto duly authorized this twelfth day of August, in the year of our Lord one thousand nine hundred and thirty-two. Signed, Sealed and Delivered in Presence of

Flora Brown

ANDROSCOGGIN PULP COMPANY

CORPORATE SEAL

By F. E. Schluter, Treas.

State of New York, County of N. Y., ss. August 17, 1932. Personally appeared the above named F. E. Schluter and acknowledged the above instrument VIE_RESP00553

Before me, Florence Pruzan, Notary Public, Notarial Seal

Notary Public Kings Co. Clks. No. 100, Reg. No.411_N. Y. Co. Clk. No. 226, Reg. No.

4P154 Commission expires March 30, 1934.

Received August 22, 1932, at 11h -m A. M., and recorded according to the original

Richardson & to Ingalls War.

KNOW ALL MEN BY THESE PRESENTS, That we, Charles E. Richardson and Irving Richardson, both of Westbrook, in the County of Cumberland and State of Maine, in consideration of one dollar and other good and valuable considerations (in all not exceeding one hundred dollars) paid by Ralph M. Ingalls, of Portland, in said County of Cumberland and State of Maine; the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Ralph M. Ingalls, his heirs and assigns forever, certain lots and parcels of real estate situate in said Westbrook, together with all the buildings thereon, and containing seventy (70) acres more or less, and being that property, premises and real estate which has been owned and occupied by us as our homestead for the past many years and whereon we both, together with our sister, now live; and the same premises and real estate constitutes all the real estate we own, either of us or both of us own now in said Cumberland County in common tenancy, in joint tenancy, or otherwise, and the same is all that property conveyed to us by one Nathaniel Clements by his deed dated January 2. A. D. 1893, and by one Ella Clements by her deed dated March 13, 1893; said deeds having been respectively recorded in Cumberland Registry of Deeds in Book 597, Pages 356 and 357, and in Book 601, Page 156; and in the former deed two-thirds part of said property hereby conveyed was so conveyed to us, and in the latter the remaining onethird part thereof was so conveyed to us in joint and common tenancy.

The property hereby conveyed, as of the day and date of said deed of Nathaniel Clements to us, said grantors, was bounded and described in the following words:

"Commencing upon the line of division between the Town of Westbrook, now the City of Westbrook, and the town of Gorham, at a point distant thirty-two rods northerly from the North side of the New Road so-called leading from Westbrook aforesaid to said Gorham Village; thence running South 77.º East in a line parallel to said New road fifty-three rods, more or less, to land of John W. Bixby; thence running northerly by said land of said Bixby to "the middle or thread of the Presumpscot River; thence northerly by the middle or thread of said river to the said line of division between said Westbrook and Gorham; thence southerly by said division line, across the old road so-called aforesaid to the point first named and place of beginning."

And said Nathaniel Clements in so conveying to us, said grantors, did recite and aver that the same property, meaning said two-thirds part in common and undivided, so-conveyed, was the same conveyed to him, said Nathaniel Clements by Nathaniel and Franklin Partridge, by their deed dated April 10, A. D. 1848, and recorded in the Cumberland Registry of Deeds, Book 208, Page 537; and said Nathaniel Clements

On ham mid to build, 14606 topen or nith all the privi-

214 Leges and appurtenences thereun (101) longing to

List alkais

Knom all-Men by these Presents,

That Mallisons Corporation, a Maine Corporation having a place of business in Windham in the County of Cumberland and State And of Maine Millim with the sold grantes . Helps helps

and essigne, that it is a sil meren and incher defend the

in consideration of one dollar and other valuable considerations gas

Paid byng Lawrence J. Keddy of Portsmouth, New Hampshire

the receipt whereof it does & hereby acknowledge, and hereby remise.

111 Hillians deligrant, the anid Maliana Corporation has caused release, hargain, well and convey and forever quit-claims unto the said ader

its corporate seed by and forever quit-claims unto the said ader

ala ongårdig

the rear to daily authorized Lawrence J. Keddy, his

heirs and assigns forever,

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THE PROPERTY OF THE PROPERTY O

A certain lot or parcel of land in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point in the northerly sideline of premises conveyed by Cumberland Securities Corporation to Mallison Corporation by Indenture dated May 25, 1955 and recorded in Cumberland County Registry of Deeds, Book 2232, Page 46, Sald point being situated Twenty-five (25) feet easterly from the center of a 12000 volt electric pole line; thence running Twenty-five (25) feet distant easterly from and parallel with said center of pole line South 3° 58' 30" West Four Hundred Ten (410) feet, more or less, to a point being situated Twenty-five (25) feet easterly of the center of said electric pole line and at a point which intersects with a line at right angles to the westerly boundary of main line of track of Maine Central Railroad and a switch thereon; thence running South 79° 36' 30" East Sixty-seven and Thirteen Hundred the (67.13) feet to the westerly boundary of land now or formerly of Maine Central Railroad; thence running North 0° 40' 40. West One Rundred Seventy-two and Forty-six Hundredths (172.46) feet to a point on said westerly boundary; thence North 10° 23' 30" East by said Railroad land a distance of Two Hundred Thirteen and Forty-five Hundredths (213.45) feet to the northeasterly corner of said premises conveyed to Mallison Corporation One Hundred Twenty-four (124) feet, more or less to the point of beginning.

Being a portion of said premises conveyed by Cumberland Securities Corporation to Mallison Corporation.

On haur and to hold, the same, together with all the privi- 21 leges and appurtenances thereunto belonging, to the said

Lawrence J. Keddy, his

heirs and assigns forever.

heirs And it as coupuant with the said grantee , his heirs will warrant and forever defend the and assigns, that heirs and assigns premises to the said grantee , his forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Mitness Migerent, the said Mallison Corporation has caused this instrument to be executed in its corporate name and under its corporate seal by Manusence J. Kedly, its President thereunto duly authorized

HATERITARY ADDRESSELENT SHIPLY IN THOSE STATES AND STATES OF THE STATES PRREERRENAMENDE THE POST OF THE PREER PROPERTY OF THE POST OF THE in the year of our Lord one thousand night Vuly day of hundred and seventy-four.

Signed, Sealed and Belivered in presence of

John R. Come a

State of Maine. Cumberland

Personally appeared the above named Lawrence J. Keddy , of Mallison Corporation

and acknowledged the above instru-

ment to be the free act and deed. of said corporation and his free act and deed in his said Before me,

REGISTRY OF DEEDS. CUMBERGAND COUNTY.

Received at /2 # 45 K Pk, and record

STATE OF MAINE. Kennebec

Augusta, May 25, 1955.

Personally appeared the above named Lawrence J. Keddy, President of Mallison Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Mallison Corporation, before me,



CUMBERLAND, ss

REGISTRY OF DEEDS

Attest

Received at H-NOM and recorded in Book 232

Cumberland Securities Corp

to

Mallison Corp

Deed

THIS INDENTURE made the 25th day of May, 1955, by and between CUMBERLAND SECURITIES CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having its principal office at Augusta, in the County of Kennebec, said State, hereinafter sometimes called "the Grantor", and MALLISON CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having a place of business at Gorham, in the County of Cumberland, said State, hereinafter sometimes called "the Grantee",

WITNESSETH

In consideration of the sum of One Dollar and other valuable consideration paid by Mallison Corporation, the receipt whereof is hereby acknowledged, Cumberland Securities Corporation does hereby remise, release, bargain, sell and convey and forever quitclaim unto the said Mallison Corporation, its successors and assigns forever, a certain lot or parcel of land situated in the Town of Windham, said County of Cumberland and State of Maine, bounded and described as

VIL RESP00557

follows:

Northerly by land conveyed by Cumberland Securities Corporation to Windham Fibres, Inc. by Indenture dated July 25, 1945, recorded in Cumberland County Registry of Deeds, Book 1787, Page 353, and by land conveyed by Cumberland Securities Corporation to Atlantic Mills, Inc. by Indenture dated January 29, 1954, recorded in said Registry, Book 2167, Page 245; easterly by land of the Maine Central Railroad; southerly by land formerly of Samuel Rindge and the land conveyed by Central Maine Power Company to Mallison Corporation by deed of even date herewith; westerly by the Presumpscot River; being a portion of the premises conveyed to this Grantor by Robert Gair Company, Inc. by deed dated March 7, 1940, recorded in said Registry, Book 1601, Page 95.

Excepting and reserving to the Grantor, its successors and assigns, the right to construct, erect, repair, replace, respace, operate, maintain and remove an electric line or lines in suitable and convenient locations to be agreed upon, extending from the northerly to the southerly line of the premises hereby conveyed; together with the right to cut, trim and remove such trees, branches and underbrush as in the opinion of the Grantor, its successors or assigns, will interfere with or endanger the operation of said electric line or lines as they may be constructed along and across the above described premises.

In the event that the Grantor, its successors and assigns, shall be unable to construct, erect, operate and maintain its said electric line or lines over, along and across the premises hereby conveyed because of insufficient space, then the Grantor, its successors and assigns, and the Grantee, its successors and assigns, will coordinate facilities as they exist at such time, such coordination to be at the cost and expense of the Grantor, its successors and assigns.

The Grantee covenants and agrees for itself, its successors and assigns, that it or they will, at the time such locations are agreed upon, upon written request of the Grantor, its successors or assigns, execute and deliver to the Grantor, its successors and assigns, the necessary pole line easements covering the locations agreed upon.

TO HAVE AND TO HOLD the aforegranted and bargained premises, together with the privileges and appurtenances thereto belonging, to the said Grantee, its successors and assigns, to its and their use and behoof forever,

And the said Grantor does covenant with the said Grantee, its successors and assigns, that it will warrant and forever defend the premises to it, the said Mallison Corporation, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF, the said Cumberland Securities Corporation has caused its corporate name to be signed and its corporate seal affixed by W. F. Wyman, its President, hereunto duly authorized, and the said Mallison Corporation has caused its corporate name to be signed and its corporate seal affixed by Lawrence J. Keddy, its President, hereunto duly authorized, all as of the day and year first above written.

Signed, Sealed and Delivered

CUMBERLAND SECURITIES CORPORATION

By Moullace

Presiden

MALLISON CORPORATION

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in, presenc

STATE OF MAINE, Kennebec, ss.

Augusta, May 25, 1955.

the Peace

Personally appeared the above named W. F. Wyman, President of Cumberland Securities Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Cumberland Securities Corporation, before men

STATE OF MAINE, Kennebec, ss.

May 25, 1955.

Personally appeared the above named Lawrence J. Keddy, President of Mallison Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Mallison Corporation, before me,





STATE OF WAINEStice of the Peace

Cumberland, ss. REGISTRY OF DEEDS
Received MAY 27 1955

in Book 2232 Page 46
Attest:

D.

3 y

KNOW ALL MEN BY THESE PRESENTS:

That Robert Gair Company, Inc., a Delaware corporation having its principal to place of business at No. 155 East 44th Street, City, County and State of New York, Cumb. Securities in consideration of One Hundred Dollars (\$100.), paid by Cumberland Securities Corporation, a Maine corporation having its principal place of business in Portland, Maine, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto said Cumberland Securities Corporation, its successors and assigns, forever, real property situate in the Towns of Windham and Gorham, in the County of Cumberland, State of Maine, more particularly described as follows:

Α.

A certain lot or parcel of land, with the buildings thereon, situate in said Towns at Little Falls, so called:

Beginning in said town of Windham at a point on the easterly side of the old Gray Road, so called, being the main street in the village of South Windham, four and one-half $(4\frac{1}{2})$ feet southerly from the southwesterly corner of the old tavern, so called, situated at the southeasterly corner of Depot Street and said old Gray Road; thence running South 83° 53' East to the southwesterly corner of land formerly of William Bickford and now of Grantor; thence northerly three and one-half $(3\frac{1}{2})$ rods to the southerly side of Depot Street, so called; thence easterly along said Depot Street eighty-nine and one-half (891) feet, more or less, to land now or formerly of Charles W. Bailey; thence southerly by said Bailey land to the southwesterly corner thereof; thence easterly by said Bailey land seventy-four (74) feet, more or less, to the southeasterly corner thereof; thence northerly by said Bailey land to the southerly side of Depot Street; thence easterly along said Depot Street to the northwesterly corner of land now or formerly of the Hart heirs; thence South 18° 30' East by the westerly side of said Hart heirs' land one hundred forty-one (141) feet to a post; thence South 44° 25' East by said Hart heirs' land seventy-two (72) feet to a post; thence North 72° 51' East and on line of a fence eight (8) rods ten (10) links to the westerly line of land of the Maine Central Railroad Company; thence southerly along said westerly line of said MaineCentral Railroad Company land fifty-five (55) rods five (5) links to the site of a fence; thence continuing southerly along said westerly line of said Maine Central Railroad Company land to land now or formerly of Mallison Falls Manufacturing Company; thence westerly by said land of Mallison Falls Manufacturing Company to the westerly high water line of the Presumpscot River; thence northerly and westerly along the westerly and southerly high water line of said River, including any land in the bed of said River situated in the adjoining town of Gorham, to the easterly side of the old Gray Road; thence northerly along said old Gray Road to the point of beginning.

Robert
Gair
Co.,Inc.
to
Cumb.
Securities
Corp.
Deed

ed in Cumberland County Registry of Deeds in Book 687, Page 383, and in the following three deeds to Androscoggin Pulp Company (a Massachusetts Corporation): from Cora E. Libby, dated March 29, 1917, recorded in said Registry in Book 988, Page 189; from Fiske Warren, Cornelia Warren and William H. Dunbar, Trustees, dated May 1, 1917, recorded in said Registry in Book 989, Page 409; from William H. Bickford, dated September 8, 1919, recorded in said Registry in Book 1031, Page 260.

EXCEPTING, however, from the above described premises a triangular piece of land containing 5,580 square feet, more or less, adjoining the westerly line of said Maine Central Railroad Company land conveyed by Samuel D. Warren and Mortimer B. Mason, Surviving Trustees, to the Portland & Ogdensburg Railroad by deed dated September 30, 1908, recorded in said Registry in Book 823, Page 396.

TOGETHER with all the Grantor's right to the use of the waters of the Presumpscot River where it adjoins said premises, and together with all the Grantor's right, title and interest in and to the land to the center lines of any streets or roads adjoining said premises and in and to all strips and gores of land adjoining the above described premises and the covenants, reservations, rights and privileges in favor of the grantor in the deed from Sebago Wood Board Co. to William W. Mason, Trustee, made November, 1899 and recorded in the Cumberland County Registry Office in Book 684, Page 175.

and all other real estate situate in said Towns of Windham and Gorham, owned by Androscoggin Pulp Company, (a Massachusetts corporation) on March 21, 1935, excepting, however, that strip of land conveyed by Robert Gair Company, Inc. to the inhabitants of the Town of Windham by deed dated February 4, 1938, said strip being approximately 15 feet wide by 48 feet long, and adjoining the rear of the municipal Fire Station on the westerly side of the Gray Road in the Village of South Windham.

в.

A certain lot or parcel of land, with the buildings thereon, situated in the Town of Gorham, in the Village of South Windham, so called, on the easterly side of Main Street (sometimes called the Old Gray Road), bounded and described as follows:

COMMENCING at a concrete post set in the easterly side line of said street and the northerly side line of land formerly of Ting Libby, and later of Cora Sawyer; thence northerly by said street to the Presumpscot River; thence easterly and southerly by and along the said river to land now or formerly of Eugene Hawkes; thence westerly by said Hawkes! land two hundred thirteen and eighteen one-hundredths (213.18) feet to land now or formerly of Peter Davis; thence northerly by said land of Davis and by said Cora Sawyer's land to the most northeasterly corner of said Sawyer's land; thence westerly by said Sawyer's land to said concrete post and point of beginning, and being the last described lot in the deed from the Androscoggin Pulp Company to the Andros Company, dated the 12th day of August, A. D. 1932, and duly recorded in Cumberland County Registry of Deeds in Book 1406, Page 113, to

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which reference may be had for a further description of said lot or parcel of land.

EXCEPTING, however, from the land last described, the following two lots or

parcels of land with the buildings thereon:

1. A certain lot or parcel of land with the buildings thereon situated in said Gorham, on the easterly side of said Main Street (Old Gray Road), bounded and described as follows:

COMMENCING at a concrete post set in the corner formed by the easterly side line of said Main Street with the northerly side line of land of said Cora Sawyer; thence northerly by said Street line ninety-two (92) feet to a point; thence easterly in a line parallel with the said northerly side line of said Cora Sawyer land and continuing in the same direction to a point twenty (20) feet westerly from the high water line of the Presumpscot River; thence southerly parallel with said high water line and holding the width of twenty (20) feet westerly therefrom to land of Eugene Hawkes; thence westerly by said Eugene Hawkes land to said Cora Sawyer land or land of persons unknown; thence northerly by said land of persons unknown and by said Sawyer land to the most northeasterly corner of said Sawyer land; thence westerly by said Sawyer land to said concrete post in the line of said Main Street and the point of beginning; being the lot of land conveyed by said Andros Company to George N. Sferes, by deed dated March 1, 1934 and recorded in said Registry in Book 1433, Page 260.

2. A certain lot or parcel of land with the buildings thereon situated in said Gorham, on the easterly side of said Main Street, otherwise called the Old Gray Road, bounded and described as follows:

BEGINNING at a point in the easterly side line of said Gray Road, so called, said point being the most northwesterly corner of the lot above-described conveyed to George N. Sferes; thence northerly by the easterly side line of said Gray Road, eighty-three (83) feet to a point, said point being marked by an iron hub driven into the ground; thence easterly by a line eighty-three (83) feet distant from and parallel with the northerly side line of said lot of land belonging to Sferes one hundred ninety-two (192) feet to a point marked by an iron hub set in the ground; thence southerly by a line parallel with the easterly side line of said Gray Road a distance of eighty-three (83) feet to an iron hub set in the ground; thence west-erly by the northerly side line of said Sferes land to the point of beginning, this point being marked by an iron hub set in the ground;

But including all the Grantor's right and title in and to said River and the bed thereof and in and to the land in said Old Gray Road.

BEING the same property described in the deed from Andros Company to Andros-coggin Paper and Pulp Corporation dated April 30, 1935, recorded in the aforesaid Registry in Book 1648, at Page 145.

TOGETHER with all privileges and appurtenances of the parcels of land hereby conveyed.

SUBJECT TO:

Company and Androscoggin Pulp Company, respecting the dam at said Little Falls, to the extent said agreement may remain in force.

Letting at will to Specialty Converters, Inc., by instrument dated July 6, 1939, at a rental of \$25.00 per month, covering the second floor of building No. 5 (the finishing and shipping building), as shown on the map of Grantor's said property, dated December 2, 1931, prepared by Factory Insurance Association, Hartford, Connecticut, which map is hereinafter referred to as the Insurance Map.

Oral letting to Ellis Paperboard Products, Inc., of the first floor of said building No. 5 at a rental of \$25.00 per month.

Side track agreements with Maine Central Railroad.

Any state of facts which an accurate survey would show.

TOGETHER with all machinery and mill equipment of the Grantor on said property, EXCEPTING the following three machines, title to which, together with spare parts and the equipment necessary for the running of said three machines, and the right to maintain said three machines in their respective present locations, are hereby expressly reserved to the Grantor:

- 1. The 108-inch paperboard machine now located in the building designated No. 4 (Machine Room) on the Insurance Map, as to which machine the Grantor reserves title and the right to maintain said machine in its present location for the period of six months from the date of this deed.
- 2. The 64-inch paperboard machine now located in the northerly portion of the building designated No. 1 (Main Building) on the Insurance Map, as to which machine the Grantor reserves title and the right to maintain said machine in its present location for the period of six months from the date of this deed.
- 3. The 64-inch machine, used for drying and lapping ground wood pulp, now located in the southerly or river side of the building designated No. 1 (Main Building) on the Insurance Map, as to which machine the Grantor reserves title and the right to maintain said machine in its present location for the period of six months from the date of this deed but agrees not to remove said machine from the property for the period of sixty days from the date of this deed.

TO HAVE AND TO HOLD the aforegranted and bargained premises and property, with all the privileges and appurtenances thereof, to said Cumberland Securities Corporation, its successors and assigns, to its and their use and behoof forever.

AND the Grantor covenants that neither it nor its dissolved subsidiary, Androscoggin Paper & Pulp Corporation, has done or suffered anything whereby said premises and property have been encumbered in any way whatsoever, except as aforesaid.

IN WITNESS WHEREOF, said Robert Gair Company, Inc. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by its President thereunto duly authorized, this 7th day of March, in the year of our Lord one thousand nine hundred forty.

U.S.I.R. \$50.00 Cancelled 3/7/40 G.M.

ROBERT GAIR COMPANY, INC. CORPORATE SEAL

President

By George E. Dyke,

ATTEST:

Walere d. Homes

Secretary

State of New York } SS.:

March 7, 1940.

Then personally appeared the above-named George E. Dyke, President of Robert Gair Company, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me, J. W. Duerr, Notary Public - Queens County, N. Y. Clerk's
No. 517, Reg. No. 244 Certificate filed in N. Y. County Clerk's No. 44, Reg. No.

O-D-19 Joseph W. Duerr on Notarial Seal Commission expires March 30, 1940

State of New York

SS.:

Form 2

County of New York

I, Archibald R. Watson, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that J. W. Duerr whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said County, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Queens with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York this 7 day of Mar. 1940.

Archibald R. Watson

NEW YORK SEAL County Clerk and Clerk of the Supreme Court
Received March 11, 1940, at 3h 30m P. M., and recorded according to the original

NOTICE TO PREVENT EASEMENT OR RIGHT OF WAY

Swift &

We, Raymond W. Swift and Dorothy E. Swift, both of Melrose, in the County of Notice Middlesex, Commonwealth of Massachusetts, owners of a certain lot or parcel of land, with the buildings thereon, situated in the Town of Harpswell, in the County of Cumberland and State of Maine, and bounded and described as follows, to wit:

Beginning at the northeasterly corner of the land of J. C. Ham, at the message Person 1. C. Ham, at

By Edward M. Whitaker, Asst. Treasurer

Signed and Sealed in presence of

Allyn K. Talmadge

Commonwealth of Massachusetts County of Hampden ss

On this 29th day of July, 1936, before me personally appeared Edward M. Whitaker to me personally known, who, being by me duly sworn, did say that he is the Asst. Treasurer of The Federal Land Bank of Springfield and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and the said Edward M. Whitaker acknowledged said instrument to be the free act and deed of said corporation and his own free act and deed.

Allyn K. Talmadge, Notary Public, Notarial Seal Before me, My commission expires Mar. 13, 1942.

RDJ:AH

Received August 7, 1936, at 8h, -m, A.M. and recorded according to the original.

KNOW ALL MEN BY THESE PRESENTS, That Androscoggin Paper and Pulp Corporation, Andros. a corporation organized and existing under the laws of the State of Delaware, having a place of business at South Windham in the County of Cumberland and State of Maine, in consideration of one hundred dollars (\$100) paid by Robert Gair Company, Inc., a Delaware corporation having an office at 155 East 44th Street, New York, N. Y., the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey, unto the said Robert Gair Company, Inc., its successors and assigns forever:

Paper & Pulp Corp Robert Gair Co. Deed

A certain lot or parcel of land situated in the towns of Windham and Gorham in the County of Cumberland and State of Maine, at Little Falls, so called, together with the mills, mill privileges, buildings, dams, structures, fixtures, water rights and privileges and other appurtenances thereto belonging, bounded and described as follows:

BEGINNING in said town of Windham at a point on the easterly side of the old Gray Road, so called, being the main street in the village of South Windham, four and one half $(4\frac{1}{2})$ feet southerly from the southwesterly corner of the old tavern , so called, situated at the southeasterly corner of Depot Street and said Old Gray Road; thence running South 830 53' East to the southwesterly corner of land formerly of William Bickford and now of the grantor; thence northerly three and one half $(3\frac{1}{2})$ rods to the southerly side of Depot Street, so called; thence easterly along said Depot Street eighty-nine and one half $(89\frac{1}{2})$ feet, more or less, to land now or formerly of Charles W. Bailey; thence southerly by said Bailey land to the southwesterly corner thereof; thence easterly by said Bailey land seventy-four (74)

feet, more or less, to the southeasterly corner thereof; thence northerly by said Bailey land to the southerly side of Depot Street; thence easterly along said Depot Street to the northwesterly corner of land now or formerly of the Hart heirs; thence south 18°30' east by the westerly side of said Hart heirs' land one hundred forty-one (141) feet to a post; thence south 44° 25' east by said Hart heirs' land seventy-two (72) feet to a post; thence north 1709 east and on line of a fence eight (8) rods ten (10) links to the westerly line of land of the Maine Central Railroad Company; thence southerly along said westerly line of said Maine Central Railroad Company land fifty-five (55) rods five (5) links to the site of a fence; thence continuing southerly along said westerly line of said Maine Central Railroad Company land to land now or formerly of Mallison Falls Manufacturing Company; thence westerly by said land of Mallison Falls Manufacturing Company to the westerly high water line of the Presumpscot River; thence northerly and westerly along the westerly and southerly high water line of said River, including any land in the bed of said River situated in the adjoining town of Gorham, to the easterly side of the old Gray Road; thence northerly along said old Gray Road to the point of beginning.

Being a portion of the premises described in the deed from Sebago Wood Board Co. to Androscoggin Pulp Company (a Maine Corporation), dated April 4, 1900 recorded in Cumberland County Registry of Deeds in Book 687, Page 383 and in the following three deeds to Androscoggin Pulp Company (a Massachusetts Corporation); from Cora E. Libby, dated March 29, 1917, recorded in said Registry in Book 988, Page 189; from Fiske Warren, Cornelia Warren and William H. Dunbar, Trustees, dated May 1, 1917, recorded in said Registry in Book 989, Page 409; from William H. Bickford, dated September 8, 1919, recorded in said Registry in Book 1031, Page 260.

Excepting, however, from the above described premises a triangular piece of land containing 5,580 square feet, more or less, adjoining the westerly line of said Maine Central Railroad Company land conveyed by Samuel D. Warren and Mortimer B. Mason, Surviving Trustees, to the Portland & Ogdensburg Railroad by deed dated September 30, 1908, recorded in said Registry in Book 823, Page 396.

TOGETHER with the right to use all the water in the Presumpscot River where it adjoins said premises and, together with all the right, title and interest of the Grantor in and to the land to the centre line of the beds of any streets or roads adjoining said premises and all the land in the beds of any bodies of water adjoining or crossing said premises, and all strips and gores of land adjoining the above described premises, and all the covenants and reservations, right and privileges in favor of the grantor in the deed from Sebago Wood Board Co. to William W. Mason, Trustee, made November 1899 and recorded in the aforesaid Registry Office in Book 684, Page 175, and all real estate wherever situated, owned by Androscoggin Pulp Company (a Massachusetts corporation) on March 21, 1935.

BEING the same property described in the deed from Androscoggin Pulp Company

(a Massachusetts corporation) and Andros Company to this Grantor, dated March 21, 1935, recorded in the Cumberland County Registry of Deeds in Book 1465 at Page 379.

AND ALSO a certain lot or parcel of land situated in the Town of Gorham, in the Village of South Windham, so called, in the County of Cumberland, State of Maine, on the easterly side of Main Street (sometimes called the Old Gray Road), bounded and described as follows, to wit:

COMMENCING at a concrete post set in the easterly side line of said street and the northerly side line of land formerly of Ting Libby, and later of Cora Sawyer; thence northerly by said street to the Presumpscot River; thence easterly and southerly by and along the said river to land now or formerly of Eugene Hawkes; thence westerly by said Hawkes! land two hundred thirteen and eighteen one-hundredths (213.18) feet to land now or formerly of Peter Davis; thence northerly by said land of Davis and by said Cora Sawyer's land to the most northeasterly corner of said Sawyer's land; thence westerly by said Sawyer's land to said concrete post and point of beginning, and being the last described lot in the deed from the Androscoggin Pulp Company to the Andros Company, dated the 12th day of August A.D. 1932, and duly recorded in Cumberland County Registry of Deeds in Book 1406, page 113, to which reference may be had for a further description of said lot or parcel of land.

Excepting, however, from the land last described, the following two lots or parcels of land with the buildings thereon, to wit:

1. A certain lot or parcel of land with the buildings thereon situated in said Gorham, on the easterly side of said Main Street (Old Gray Road), bounded and described as follows, to wit:

COMMENCING at a concrete post set in the corner formed by the easterly side line of said Main Street with the northerly side line of land of said Cora Saw-yer; thence northerly by said street line ninety-two (92) feet to a point; thence easterly in a line parallel with the said northerly side line of said Cora Saw-yer land and continuing in the same direction to a point twenty (20) feet westerly from the high water line of the Presumpscot River; thence southerly parallel with said high water line and holding the width of twenty (20) feet westerly therefrom to land of Eugene Hawkes; thence westerly by said Eugene Hawkes land to said Cora Sawyer land or land of persons unknown; thence northerly by said land of persons unknown and by said Sawyer land to the most northeasterly corner of said Sawyer land; thence westerly by said Sawyer land to said concrete post in the line of said Main Street and the point of beginning; being the lot of land conveyed by said Andros Company to George N. Sferes, by deed dated March 1, 1934 and recorded in said Registry in Book 1433, Page 260.

2. A certain lot or parcel of land with the buildings thereon situated in said Gorham, on the easterly side of said Main Street, otherwise called the Old Gray Road, bounded and described as follows, to wit:

BEGINNING at a point in the easterly side line of said Gray Road, so called,

said point being the most northwesterly corner of the lot above described conveyed to George N. Sferes; thence northerly by the easterly side line of said Gray road eighty-three (83) feet to a point; said point being marked by an iron hub driven into the ground; thence easterly by a line eighty-three (83) feet distant from and parallel with the northerly side line of said lot of land belonging to Sferes one hundred ninety-two (192) feet to a point marked by an iron hub set in the ground; thence southerly by a line parallel with the easterly side line of said Gray road a distance of eighty-three (83) feet to an iron hub set in the ground; thence westerly by the northerly side line of said Sferes land to the point of beginning, this point being marked by an iron hub set in the ground.

TOGETHER with the land in the bed of the Presumpscot River, and in the bed of said Main Street, adjoining the land hereinabove described, and all rights of the Grantor in and to said River and Street.

BEING the same property described in the deed from Andros Company to this Grantor, dated April 30, 1935, recorded in the aforesaid Registry of Deeds in Book 1468 at Page 145.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Robert Gair Company, Inc., its successors and assigns, to its and their use and behoof forever.

IN WITNESS WHEREOF, the said Androscoggin Paper and Pulp Corporation has caused this instrument to be sealed with its corporate seal and signed in its corporate name by its President thereunto duly authorized, this 30th day of July in the year one thousand nine hundred and thirty-six.

Signed, Sealed and Delivered in presence of

relow & Thruck

Secretary

ANDROSCOGGIN PAPER AND PULP CORPORATION CORPORATE SEAL

By E. Victor Donaldson, President

State of New York County of New York ss July 30th, 1936.

Then personally appeared the above named E. Victor Donaldson, President of Androscoggin Paper and Pulp Corporation, the Grantor Corporation aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me, J. W. Duerr, Notary Public, Queens Co. Clk's No. S176 N.Y. Co.Clk's No. 634 Reg. No 8 D 386 Commission expires March 30, 1938.

Joseph W. Duerr on Notarial Seal

State of New York) ss County of New York)

No. 41523 Series D

I, Albert Marinelli, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, Do Hereby Certify that said Court is a Court of Record, having by law a seal; that J. W. Duerr whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has fire \$P00568 Office of the County of New York a certified copy of his appointment and qualifi-

A.H.Chapman Land

cation as Notary Public, for the County of Queens with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York in the County of New York, this 4_ day of Aug. 1936.

Albert Marinelli, Clerk NEW YORK SEAL Received August 7, 1936 at 8h, 25m, A.M. and recorded according to the original.

KNOW ALL MEN BY THESE PRESENTS, That A. H. Chapman Land Co., a corporation organized and existing under the laws of Maine and having its principal place of business in Portland, in the County of Cumberland and State of Maine, assignee and owner of a certain mortgage given by Luther S. Pressley to Abram H. Chapman dated July 25, A. D. 1930, and recorded in Cumberland County Registry of Deeds, Book 1292, Page 423, does hereby acknowledge that it has received full payment and satisfaction of the same and of the debt thereby secured, and in consideration thereof do hereby cancel and discharge said mortgage, and release unto the said Luther S. Pressley, his heirs and assigns forever the premises therein described.

IN WITNESS WHEREOF, the said A. H. Chapman Land Co. has caused its corporate name to be signed and its corporate seal to be hereto affixed by William B. Nulty, its Treasurer thereunto duly authorized this fifth day of August A. D. 1936. Signed, Sealed and Delivered in presence of

L. M. Eastman

A. H. CHAPMAN LAND CO.

CORPORATE SEAL

By William B. Nulty, Its Treasurer

State of Maine Cumberland ss August 5, 1936.

Personally appeared the above named William B. Nulty, Treasurer of A. H. Chapman Land Co. as aforesaid and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said A. H. Chapman Land Co.

Before me, Clarence A. Brown, Justice of the Peace Received August 7, 1936, at 10h, 4lm, A.M. and recorded according to the original.

KNOW ALL MEN BY THESE PRESENTS, That I, William Lyons of Westbrook, in the County of Cumberland and State of Maine, mortgagee and owner of a certain mortgage given by Ellie K. Hawes of said Westbrook, to me dated April 26, A. D. 1932, and recorded in Cumberland County Registry of Deeds, Book 1395 Page 158, do hereby acknowledge that I have received full payment and satisfaction of the same,

Lyons to Hawes

Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 15 day of July, 1932.

Daniel E. Finn Clerk NEW YORK STATE SEAL Received August 22, 1932, at 9h 25m A. M., and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS That the Androscoggin Pulp Company, a corpora- Androstion organized by law and having a place of business at Windham, in the County of Cumberland and State of Maine, in consideration of one dollar and other valuable considerations, paid by the Andros Company, a corporation organized by law and hav- War. ing a place of business at Dover, in the County of Kent and State of Delaware, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey, unto the said Andros Company, its successors and assigns forever, a certain lot or parcel of land with the buildings thereon situated in said Windham, in said County and State, bounded and described as follows, viz: southerly by the road leading by the John A. Andrews house and the Depot of the Portland and Ogdensburg Railroad in said Windham, easterly, northerly and westerly by land formerly of John J. Bodge, and now owned by Edward McKay, containing one and one-fourth $(1\frac{1}{4})$:

Being the same premises conveyed to Susan M. Grant by name of Susan M. Jordan, by Ann Maria Douglass on September 20, 1886, by deed recorded in said Cumberland County Registry of Deeds, in Book 529, Page 411, to which deed and record reference is hereby made for a further description of said premises.

acres, more or less, being ten (10) rods fronting on road and twenty (20) rods back.

Also another certain lot or parcel of land with the buildings thereon situated near Little Falls in said town of Windham, and lying on the road leading from the Horse Beef Road by the house of the late William Bacon to the Little Falls Road running past the house of Levi Bragdon, and bounded as follows, viz: Commencing on the westerly side of said road at the northeasterly corner of land now or formerly owned by William T. Wadwell; thence westerly by said land to the Portland and Ogdensburg Railroad; thence northerly by said railroad six (6) rods and eight (8) links to a stake; thence easterly twenty-nine (29) rods and four (4) links to a point on said road five (5) rods northerly from the point of beginning; thence southerly by said road to the point of beginning, containing one (1) acre, more or less.

And being the same premises conveyed by John P. Askov to said Androscoggin Pulp Company by his deed of warranty dated on the twenty-eighth day of May, A. D. 1917, and recorded in said Cumberland County Registry of Deeds, in Bool/112. RESP00570

coggin Pulp Co. to Andros Co.

U.S.I.R. \$14.00 A.P.C. Aug.12, 1932.

.149, to which deed and record reference is hereby made for a further description of said premises.

Also another certain lot or parcel of land with the buildings thereon situated in said Windham, containing four (4) acres and ninety-three (93) square rods, and bounded as follows, viz: Beginning at an iron pin marking the northeast corner of said lot; thence running south fifteen and three-fourths $(15\frac{3}{4}^{\circ})$ degrees, east thirty-three (33) rods and nine (9) links on the line of the town road, now called High Street; to an iron pin or marker; thence south seventy-three and one-half $(73\frac{1}{2}^{\circ})$ degrees, west twenty-nine (29) rods and seven (7) links to an iron pin on the line of the property of the Maine Central Railroad; thence north (8) degrees, east on line of said Railroad thirty-seven (37) rods and four (4) links to an iron pin; thence north seventy-five (75°) degrees east fourteen (14) rods and seventeen (17) links to point of beginning.

This lot is conveyed subject to a proposed street called Androscoggin Street, and leading westerly over and across said lot from High Street, so called, to the Maine Central Railroad location.

Excepting and reserving however, from the last described lot herein and from this conveyance a certain lot or parcel of land with all the buildings thereon, situated in said Windham, on the northerly side of proposed Androscoggin Street, bounded and described as follows, to wit: Beginning at a pin to be driven into the ground in the northerly side line of said street; thence northerly in a straight line thirteen (13) feet and eight (8) inches, easterly from the easterly side line of the dwelling house standing on said lot, sixty-seven (67) feet and seven (7) inches to a pin; thence easterly two (2) feet to a pin; thence northerly one hundred twenty-two (122) feet to a pin; thence southwesterly seventy-five (75) feet to a pin; thence southeasterly one hundred eighty-one (181) feet to a pin to be driven in the said side line of said proposed street; thence easterly by said side line of said proposed street; thence easterly by said side line of said proposed street, about ninety-two (92) feet to the point of beginning and the first named pin. This lot was conveyed to George W. and Letitia L. Freiday on March 4, 1932, by deed recorded in said Cumberland Registry of Deeds, in Book 1289, Page 222.

Also another certain lot or parcel of land situated in said Windham, bounded and described as follows, viz: Beginning on the westerly side of what was in 1890, known as the Main or River Road at the east corner of the old Andrews Farm, now or formerly owned by Hazen Whittier; thence running south about sixty-eight (68) degrees west on the line of said Andrews Farm to the easterly side line of the Portland Ogdensburg Railroad location, now the Maine Central Railroad; thence southerly by said Railroad line to an iron hub driven in said easterly side line of said Railroad location and the southerly side line of the lot herein described; thence easterly on a line parallel to the first mentioned line and by and along the northerly side line of the State Reformatory for Men farm, and to the westerly side line of said River Road; thence northerly by said River Road line to the point of beginning, and being a part of the same premises conveyed to the grantor herein the print of the Spane Premises Conveyed to the grantor herein the print of the Spane Premises Conveyed to the grantor herein the print of the Spane Premises Conveyed to the grantor herein the print of the Spane Premises Conveyed to the grantor herein the print of the Spane Premises Conveyed to the grantor herein the print of the Spane Premises Conveyed to the grantor herein the print of the Spane Premises Conveyed to the grantor herein the print of the Spane Premises Conveyed to the grantor herein the print of the Spane Premises Conveyed to the grantor herein the print of the Spane Premises Conveyed to the grantor herein the print of the Spane Premises Conveyed to the grantor herein the print of the Spane Premises Conveyed to the grantor herein the premise of the Portland River Road Inc.

et als. trustees, by their deed dated on the first day of May, A. D. 1917, and recorded in said Registry, in Book 989, Page 409.

This lot is conveyed subject to a street called High Street extending over and across said lot from the northerly side line thereof to the southerly side line thereof, and also to a proposed street, leading from said High Street over and across said lot to said River road.

Excepting and reserving however, from this last described lot and from this conveyance, ten (10) certain lots or parcels of land heretofore conveyed, to wit: One lot to George Ranloff, two lots to William Swendsen, one lot to George Bailey, one lot to Abe Libby, one lot to Charles Phinney, one lotto Augustine Pecoraro, one lot to Edward McKay, and two lots to Warren Dolley, and any other lot that may have been conveyed.

Also another certain lot or parcel of land with all the buildings thereon situated in Gorham, in the village of South Windham, so called, on the easterly side of Main Street, bounded and described as follows, to wit: Commencing at a concrete post set in the easterly side line of said street and the northerly side line of land formerly of Ting Libby, now owned by Cora Sawyer; thence northerly by said street line to the Presumpscot river; thence easterly and southerly by and along the said river to land of Eugene Hawkes; thence westerly by said Hawkes land two hundred thirteen and eighteen one-hundredths (213.18) feet to land of Peter Davis; thence northerly by land of said Davis and by said Cora Sawyer's land to the most northeasterly corner of said Sawyer's land; thence westerly by said Sawyer's land to said concrete post and point of beginning.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Andros Company its successors and assigns, to it and their use and behoof forever.

AND it does covenant with the said grantee its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all incumbrances; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors and assigns shall and will warranty and defend the same to the said grantee its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, it the said Androscoggin Pulp Company has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by F. E. Schluter its Treasurer hereunto duly authorized this twelfth day of August, in the year of our Lord one thousand nine hundred and thirty-two. Signed, Sealed and Delivered in Presence of

Flora Brown

ANDROSCOGGIN PULP COMPANY

CORPORATE SEAL

By F. E. Schluter, Treas.

State of New York, County of N. Y., ss. August 17, 1932. Personally appeared the above named F. E. Schluter and acknowledged the above instrument VIL RESP00572

Before me, Florence Pruzan, Notary Public, Notarial Seal

Notary Public Kings Co. Clks. No. 100, Reg. No.411_ N. Y. Co. Clk. No. 226, Reg. No.

4P154 Commission expires March 30, 1934.

Received August 22, 1932, at 11h -m A. M., and recorded according to the original

Richardson & to Ingalls War.

KNOW ALL MEN BY THESE PRESENTS, That we, Charles E. Richardson and Irving Richardson, both of Westbrook, in the County of Cumberland and State of Maine, in consideration of one dollar and other good and valuable considerations (in all not exceeding one hundred dollars) paid by Ralph M. Ingalls, of Portland, in said County of Cumberland and State of Maine; the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Ralph M. Ingalls, his heirs and assigns forever, certain lots and parcels of real estate situate in said Westbrook, together with all the buildings thereon, and containing seventy (70) acres more or less, and being that property, premises and real estate which has been owned and occupied by us as our homestead for the past many years and whereon we both, together with our sister, now live; and the same premises and real estate constitutes all the real estate we own, either of us or both of us own now in said Cumberland County in common tenancy, in joint tenancy, or otherwise, and the same is all that property conveyed to us by one Nathaniel Clements by his deed dated January 2. A. D. 1893, and by one Ella Clements by her deed dated March 13, 1893; said deeds having been respectively recorded in Cumberland Registry of Deeds in Book 597, Pages 356 and 357, and in Book 601, Page 156; and in the former deed two-thirds part of said property hereby conveyed was so conveyed to us, and in the latter the remaining onethird part thereof was so conveyed to us in joint and common tenancy.

The property hereby conveyed, as of the day and date of said deed of Nathaniel Clements to us, said grantors, was bounded and described in the following words:

"Commencing upon the line of division between the Town of Westbrook, now the City of Westbrook, and the town of Gorham, at a point distant thirty-two rods northerly from the North side of the New Road so-called leading from Westbrook aforesaid to said Gorham Village; thence running South 77.º East in a line parallel to said New road fifty-three rods, more or less, to land of John W. Bixby; thence running northerly by said land of said Bixby to "the middle or thread of the Presumpscot River; thence northerly by the middle or thread of said river to the said line of division between said Westbrook and Gorham; thence southerly by said division line, across the old road so-called aforesaid to the point first named and place of beginning."

And said Nathaniel Clements in so conveying to us, said grantors, did recite and aver that the same property, meaning said two-thirds part in common and undivided, so-conveyed, was the same conveyed to him, said Nathaniel Clements by Nathaniel and Franklin Partridge, by their deed dated April 10, A. D. 1848, and recorded in the Cumberland Registry of Deeds, Book 208, Page 537; and said Nathaniel Clements

こんいじご

KNOW ALL MEN BY THESE PRESENTS.

THAT, I, LAWRENCE J. KEDDY of Portsmouth in the County of Rockingham and State of New Hampshire, in consideration of One Dollar (\$1.00) and other valuable consideration paid by SCOTT PAPER COMPANY (S. D. WARREN DIVISION), a Corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 89 Cumberland Street in the City of Westbrook, County of Cumberland and State of Maine, the receipt whereof, I do herby Acknowledge, do hereby Remise, Release, Bargain, Sell and Convey and forever Quit-Claim unto the said Scott Paper Company (S. D. Warren Division), its successors and assigns forever, premises, rights and easements located in the Towns of Windham and Gorham in the County of Cumberland and State of Maine hereafter described:

First: .

A certain lot or parcel of land with the buildings thereon and with part of the dam thereon situated at Little Falls in that part of the Town of Windham known as South Windham on the easterly side of Main Street, formerly known as the Old Gray Road and now designated State Route 202 and bounded and described as follows: (courses based on true meridian)

Beginning at a point on the easterly side of said Main Street at the southwest corner of the parcel of land formerly of Keddy Manufacturing Company, conveyed to Lawrence J. Keddy by deed of Park Corporation dated May 9, 1974 and recorded in the Cumberland County Registry of Deeds in Book 3545, Page 141, which point is further described as being one hundred seventy-five (175) feet southerly of the southwest corner of land now or formerly of Robert Miele et al; and which point is further described as being one hundred seventy-two and fifty-seven hundredths (172.57) feet southerly of the monument with the iron pin located on the easterly side of Main Street near the corner of said Miele lot.

Thence North 87° 13' East by line of said land formerly of Keddy Manufacturing Company three hundred fifty-five and eighty-three hundredths feet (355.83) feet, more or less, on a course which intersects the face of the westerly foundation of the main factory building on the land so conveyed by Park Corporation to said Keddy at a right angle thereto, at a point marked by a drill hole set;

Thence South 2° 47' East along the said face of the westerly foundation fifty-eight and seventy-four hundredths (58.74) feet to a corner of said foundation;

Thence North 87° 30' East by the face of the southerly foundation of said building a distance of thirty-four and seventy-two hundredths (34.72) feet to a point distant twenty-five (25) feet northeasterly from the center of the 12,000 volt electric transmission line which runs southeasterly from a point near said corner of said foundation;

Thence running twenty-five (25) feet distant northeasterly from and parallel with said center of said electric pole line South 57° 44' 10" East by another portion of the land conveyed to said Keddy by deed of Atlantic Mills, Inc. dated October 30, 1961 and recorded in said Registry of Deeds in Book 2641, Page 44, a distance of three hundred eighty-nine and sixty hundredths (389.60) feet, more or less, to a corner wholly within said parcel conveyed by said Park Corporation to said Keddy which corner is at the intersection of the lines parallel with and twenty-five feet (25) distant northeasterly and easterly of the existing transmission line running between the generating stations at Little Falls and Mallison Falls;

Thence on a course of South 11° 08' 30" East a distance of seventy and sixty-three hundredths (70.63) feet, more or less, to line of land conveyed to said Keddy by said deed of Atlantic Mills, Inc.;

Thence on the same course one hundred twenty-seven and 50/100 (127.50) feet, more or less, to the line of land conveyed to Mallison Corporation by deed of Cumberland Securities Corporation dated May 25, 1955 and recorded in said Registry of Deeds in Book 2232, Page 46;

Thence by line of said Mallison Corporation land westerly to the thread of the Presumpscot River;

Thence by the thread of the River northerly and westerly to a point in the southerly extension of the easterly side line of said Main Street;

Thence northerly by said extension and by the easterly side line of Main Street to the point of beginning; including herewith all right, title and interest of the Grantor in and to land extending to the center line of any streets or roads adjoining said premises.

Subject to a right-of-way for vehicles and pedestrians thirty (30) feet in width extending easterly from Main Street from the point of beginning above described along the northerly boundary first above described to the doorway located in the westerly foundation of the said main factory building (a distance of three hundred fifty-five and eighty-three hundredths (355.83 feet, more or less), with the right reserved to the Grantor, his heirs and assigns, to maintain and use on, in and over said right-of-way the existing door and stairs adjacent to said main factory building.

Subject also to existing rights of Central Maine Power Company or others to maintain transmission lines over and across said premises.

Reference is made to the deed from Atlantic Mills, Inc. to Lawrence J. Keddy dated October 30, 1961 and recorded in the Cumberland County Registry of Deeds in Book 2641, Page 44 and to the deed from Park Corporation to said Keddy dated May 4, 1974 and recorded in said Registry in Book 3545, Page 141.

Second:

A certain lot or parcel of land with any buildings and part of the dam

thereon situated at Little Falls in the Town of Gorham, bounded and described as follows:

Beginning at a point on the Easterly side of said Main Street at the Northwesterly corner of land now or formerly of Louis E. Brackett, et al;

Thence easterly by said Brackett land one hundred ninety-two (192) feet, more or less, to a corner;

Thence southerly by said Brackett land eighty-three (83) feet, more or less, to land now or formerly of George N. Sferes;

Thence easterly and southerly by said Sferes land to land of Eugene Hawkes;

Thence by Hawkes land easterly to the thread of the Presumpscot River;

Thence northerly and westerly by said thread to a point in the northerly extension of the easterly side line of said Main Street;

Thence southerly by said extension and by said easterly side line of Main Street to the point of beginning; including herewith all right, title, and interest of the Grantor in and to land extending to the center line of any streets or roads adjoining said premises.

Excepting and reserving the rights of the South Windham Public Library, or Trustees thereof, in buildings occupied by them and in the land on which they are erected, and the right of access thereto easterly from said Main Street.

Third:

All right, title and interest in any and all land which may lie westerly of Main Street in the Towns of Windham and Gorham, and which was conveyed by Robert Gair Co., Inc. to Cumberland Securities Corporation by deed dated March 7, 1940 and recorded in said Registry of Deeds, Book 1601, Page 95. Excepting, however, the premises and sewer right of way conveyed by Cumberland Securities Corporation to Julia L. Siciliano by deed dated April 29, 1941, recorded in said Registry of Deeds, Book 1637, Page 119, but conveying the flowage rights reserved to the Grantor therein. Excepting from this conveyance the parcel conveyed to the Inhabitants of the Town of Windham by deed of Lawrence J. Keddy dated November 29, 1961 and recorded in the said Registry of Deeds in Book 2646, Page 357, but conveying all rights reserved in said deed.

Also conveying to the Grantee, its successors and assigns, all the Grantor's right, title and interest in and to the bed of the said river and the right to use the waters of said river where the same adjoins all premises hereby conveyed, and all rights of flowage appurtenant to these premises. Reserving, however, to the said Lawrence J. Keddy, his heirs and assigns the right to use the waters of, and take water from, the Presumpscot River, where and if said waters are not within the premises herein conveyed, for cooling and processing purposes on other land of said Keddy, his heirs and assigns adjacent to the premises herein conveyed, and to discharge said waters, and any additional waters obtained from Public Water Supply used for cooling and processing purposes into the Presumpscot River in accordance with applicable Local, State and Federal Standards, and to maintain, repair and replace the existing closed circuit cooling pipe extending fro said adjacent premises into the bed of the Presumpscot River, but in no event shall the Grantee herein be obligated to maintain or alter the flow of water in the Presumpscot River for the operation, maintenance, repair or replacement of said cooling pipe.

Also conveying to the Grantee, its successors and assigns that portion of the island sometimes called Little's Island which lies southerly of a line drawn from the monument with the iron near the southwest corner of land formerly of Robert Miele et al located on the easterly side of said Main Street and running on a course of North 89° West (True North) (the large oak tree mentioned in earlier deeds having long since been cut.)

Also conveying to the Grantee, its successors and assigns the right to maintain, repair and replace a structure on the building formerly of Park Corporation, later of Lawrence J. Keddy, for the purpose of supporting the 12,000 volt electric transmission line above mentioned.

Together with the right, in common with others so entitled, to pass and repass over, across and along the existing roadway, which starts on Depot Street near the line of land formerly of Lucy Hart and runs southerly and then easterly toward the land of Maine Central Railroad, then runs southerly, then westerly around the southerly end of the factory building to run between the factory building and the Presumpscot River, as a means of access to the electric transmission line and the supporting poles thereof near said River, and the right to retain, repair and replace in its present location one guy pole and anchors near the property line beside said existing roadway.

Neither the Grantor nor the Grantee, their respective heirs, successors or assigns, shall be obligated to repair or maintain any portions of said roadway.

This conveyance is made subject, however, to the right to use, in common with the Grantor, his heirs and assigns, so much of said roadway as crosses premises herein conveyed.

The premises hereby conveyed are subject to the right and easement of the Central Maine Power Company, its successors and assigns, to repair, replace and maintain any and all of its transmission and distribution lines as are now located along and across said premises and the right of said Central Maine Power Company, its successors and assigns, to overflow and flood the above described premises as may be overflowed and flooded by means of its dam at Mallison Falls all as set forth in deed of Cumberland Securities Corporation to Atlantic Mills, Inc. dated January 29, 1954, recorded in said Registry of Deeds Book 2167, Page 245.

The above described premises are also conveyed subject to the covenants of the Grantor herein which are binding upon him, his heirs and assigns as to the use of water of the Presumpscot River which may be dammed up or stored, said covenants being more fully set forth in the said deed of Cumberland Securities Corporation to the Atlantic Mills, Inc. dated January 29, 1954.

The above described premises are also conveyed subject to an agreement respecting the height of the dam at Little Falls between E. I. DuPont De Nemours Powder Company and Androscoggin Pulp Company dated July 25, 1913 and recorded in said Registry of Deeds, Book 925, Page 176, to the extent said agreement may still be in effect.

Reference is made to the deed from Atlantic Mills, Inc. to Lawrence J. Keddy dated October 30, 1961 and recorded in the Cumberland County Registry of Deeds in Book 2641, Page 44 and, as to a small portion, the deed from Park Corporation to Lawrence J. Keddy dated May 9, 1974 and recorded in said Registry of Deeds in Book 3545, Page 141.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging to the said Scott Paper Company (S. D. Warren Division), its successors and assigns forever.

And the said Grantor does covenant with the said Grantee, its successors and assigns that he has not delivered any unrecorded instrument to any third party or parties (excluding the Grantee herein) conveying any interest in or encumbering the real estate and interest in real estate listed and described herein.

IN WITNESS WHEREOF, the said Lawrence J. Keddy, unmarried, has 18th day of October hereunto set his hand and seal this in the year of our Lord one thousand nine hundred and seventy-four.

Signed, Sealed & Delivered in presence of

STATE OF MAINE CUMBERLAND, ss.

October 18,

1974

Personally appeared the above named Lawrence J. Keddy and acknowledged the above instrument to be his free act and deed.

Before me,

OCT 18 1974

REGISTRY OF DEEDS. CUMBERLAND COUNTY.

Received at 11 P OI WAY, and recorded BOOK 36/2 PAGE 25

Atlantic Mills Inc

to

Keddy

-- QС KNOW ALL MEN BY THESE PRESENTS that ATLANTIC MILLS, INC.

a Corporation organized and existing under the laws of the

Commonwealth of Massachusetts and located at Windham in the

County of Cumberland and State of Maine in consideration of

One Dollar (\$1.00) and other valuable considerations paid by

LAWRENCE J. KEDDY of South Windham, Maine, the receipt of which

is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN,

SELL AND CONVEY, and forever QUIT-CLAIM unto the said LAWRENCE

J. KEDDY, his heirs and assigns forever three certain lots or

parcels of land with the buildings thereon, situated in the

Towns of Windham and Gorham, County of Cumberland and State of

Maine, together with the dam thereon and the mill privileges

appurtenant thereto, described as follows:

<u>First</u>: A certain lot or parcel of land with the buildings thereon and with part of the dam thereon, located at Little Falls, in the Town of Windham on the Easterly side of Main Street, formerly known as the Old Gray Road, bounded and described as follows: Beginning at a point on the Easterly side of said Main Street, said point being one hundred seventy-five (175) feet Southerly of the Southwesterly corner of land now or formerly of Robert Miele, et al, said point also being the southwesterly corner of land now or formerly of Keddy Manufacturing Co.; thence Easterly by land of Keddy Manufacturing Co. three hundred seventy (370) feet, more or less, on a course which intersects the face of the Westerly foundation of the main factory building of the said Keddy Manufacturing Co. at a right angle thereto; thence Southerly along the said face of the Westerly foundation thirty (30) feet, more or less, to a corner of said foundation; thence Easterly by the face of the Southerly foundation of said building a distance of three hundred (300) feet to a point; thence Southeasterly three hundred (300) feet by land of Keddy Manufacturing Co. to a point which is located one hundred fifty (150) feet Westerly of land now or formerly of the Maine Central Railroad, said distance being measured at a right angle to said railroad land; thence Easterly one hundred fifty (150) feet by land of Keddy Manufacturing Co. to said railroad land; thence Southerly by said railroad land one hundred (100) feet, more or less, to a point and land now or formerly of the Cumberland Securities Corporation, said point also being the Southeasterly corner of land conveyed by said Cumberland Securities Corporation to Windham Fibres, Inc. by deed dated July 25, 1945, recorded in Cumberland County Registry of Deeds, Book 1787, Page 353; thence by land now or formerly of the Cumberland Securities Corporation Westerly to the thread of the Presumpscot River; thence Northerly and Westerly by said thread to a point in the Southerly extension of the Easterly side line of said Main Street; thence Northerly by said extension and by the Easterly side line of Main Street

to the point of beginning; including herewith all right, title, and interest of the Grantor in and to land extending to the center line of any streets or roads adjoining said premises.

This conveyance is made subject to the right of the said Keddy Manufacturing Co., its successors and assigns to have the office balcony which is now annexed to the Southerly wall of the said main factory building project over the land conveyed to the Grantee herein; and subject to a right of way for vehicles and pedestrians thirty (30) feet in width extending Easterly from Main Street from the point of beginning, above described, a distance of three hundred seventy (370) feet, more or less, to a doorway located in the Westerly foundation of the said main factory building.

Second: A certain lot or parcel of land with the buildings and part of the dam thereon situated at Little Falls in the Town of Gorham, bounded and described as follows: Beginning at a point on the Easterly side of said Main Street at the Northwesterly corner of land now or formerly of Louis E. Brackett, et al; thence Easterly by said Brackett land one hundred ninety-two (192) feet, more or less, to a corner; thence Southerly by said Brackett land eighty-three (83) feet, more or less, to land now or formerly of George N. Sferes; thence Easterly and Southerly by said Sferes land to land of Eugene Hawkes; thence by Hawkes land Easterly to the thread of the Presumpscot River; thence Northerly and Westerly by said thread to a point in the Northerly extension of the Easterly side line of said Main Street; thence Southerly by said extension and by said Easterly side line of Main Street to the point of beginning; including herewith all right, title, and interest of the Grantor in and to land extending to the center line of any streets or roads adjoining said premises.

Excepting and reserving the rights of the South Windham Public Library, or Trustees thereof, in buildings occupied by them and in the land on which they are erected, and the right of access thereto Easterly from said Main Street.

Third: All right, title and interest in any and all land which may lie Westerly of Main Street in the Towns of Windham and Gorham, and which was conveyed by Robert Gair Co., Inc. to Cumberland Securities Corporation by deed dated March 7, 1940 and recorded in said Registry of Deeds, Book 1601, Page 95. Excepting, however, the premises and sewer right of way conveyed by Cumberland Securities Corporation to Julia L. Siciliano by deed dated April 29, 1941, recorded in said Registry of Deeds, Book 1637, Page 119, but conveying the flowage rights reserved to the Grantor therein.

Also conveying to the Grantee, his heirs and assigns, all the Grantor's right, title, and interest in and to the bed of the said river and the right to use the waters of said river where the same adjoins all premises hereby conveyed, and all rights of flowage appurtenant to these premises.

The premises hereby conveyed are subject to the right and easement of the Central Maine Power Company, its successors and assigns, to repair, replace and maintain any and all of its

transmission and distribution lines as are now located along and across said premises and the right of said Central Maine Power Company, its successors and assigns, to overflow and flood the above described premises as may be overflowed and flooded by means of its dam at Mallison Falls all as set forth in deed of Cumberland Securities Corporation to the Grantor herein dated January 29, 1954, recorded in said Registry of Deeds, Book 2167, Page 245.

The above described premises are also conveyed subject to the covenants of the Grantor herein which are binding upon it, its successors and assigns as to the use of water of the Presumpscot River which may be dammed up or stored, said covenants being more fully set forth in the said deed of Cumberland Securities Corporation to the Grantor herein dated January 29, 1954.

The above described premises are also conveyed subject to an agreement respecting the height of the dam at Little Falls between E. I. DuPont De Nemours Powder Company and Androscoggin Pulp Company dated July 25, 1913 and recorded in said Registry of Deeds, Book 925, Page 176, to the extent said agreement may still be in effect.

Being a portion of the premises conveyed to the Grantor by Cumberland Securities Corporation by deed dated January 29, 1954, and recorded in said registry of Deeds, Book 2167, Page 245, and by Irving Fox, et al, by deed dated August 19, 1954, recorded in said Registry of Deeds, Book 2192, Page 14.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging to him, the said LAWRENCE J. KEDDY, his heirs and assigns forever.

IN WITNESS WHEREOF, the said ATLANTIC MILLS, INC. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Lawrence J. Keddy

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as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capagity, and the free act and deed of said corporation.

Before me,

| STATE OF MAINE | | | | | | | | |
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poration.

Before me, Maurice Porter Notary Public Maurice D. Porter on Notarial Seal

SCHEDULE A

Personal property leased by Southworth Machine Company to Houghton-Arnold Machinery Co. by Indenture of Lease dated February 1, 1954:

- 1 Jib Crane
- 1 Jib Crane
- 1 Jib Crane
- 1 CP #PB2 8-3/4" x 4-3/4" x 5 vertical 2-cylinder 2-stage water cooled air compressor
- 1 24" dia. x 48" 1/4" riveted steel horizontal air receiver
- 1 8" I beam overhead trolley track, 68' long, with 1 electric crane
- 1 8" I beam overhead trolley track, 50° long
- 3 Dugas Model 15-T Anti-Freeze model dry chemical fire extinguishers
- 3 Kelvinator electric water coolers
- 1 Hot Water Heater

described as follows:

Received January 29, 1954, at 12h-m-M., and recorded according to the original

THIS INDENTURE made the 29th day of January, 1954, by and between CUMBER- Cumb.

LAND SECURITIES CORPORATION, a Maine corporation having its office and principal Securities place of business at Augusta, in the County of Kennebec, said State, hereinafter Corp. sometimes called the "Grantor", and ATLANTIC MILLS, INC., a Massachusetts corporation having its office and principal place of business at Lynn, in the County of Essex, Commonwealth of Massachusetts, hereinafter sometimes called the "Inc."

"Grantee",

Deed.

WITNESSETH

In consideration of One Dollar and other valuable consideration paid by Atlantic Mills. Inc. the receipt whereof is hereby acknowledged, Cumberland Securities Corporation does hereby remise, release, bargain, sell and convey and forever quitclaim unto the said Atlantic Mills, Inc., its successors and assigns forever, certain lots or parcels of land, together with the personal property located thereon, situated in the Towns of Windham and Gorham, in the County of Cumberland and State of Maine; together with the dam situated thereon and the mill privilege connected therewith, also the flowage, riparian and water rights as were excepted and reserved to this Granton, its successors and assigns, in an Indenture dated July 25, 1945, between this Granton and Windham Fibres, Inc., recorded in Cumberland County Registry of Deeds, Book 1787, Page 353:

(a) A certain lot or parcellof land, together with the portion of the dam situated thereon, in said Towns, at Little Falls, so called, on the easterly side of Main Street (sometimes called the Old Gray Road), more particularly bounded and

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Beginning at an iron pipe set in the ground one rod easterly from the top of the bank of the Presumpscot River at the most southwesterly corner of land conveyed by this Grantor to Windham Fibres, Inc. by Indenture dated July 25, 1945, recorded in Cumberland County Registry of Deeds, Book 1787, Page 353; thence northerly on a line parallel with the top of said bank and one rod easterly therefrom a distance of four hundred sixty (460) feet, more or less, to an iron pipe set three (3) feet southerly from the southerly face of a concrete building now or formerly known as the Machine Room Building; thence North 77° 23' West parallel with and three (3) feet distant southerly from the face of said Machine Room Building two hundred thirty-one (231) feet, more or less, to the base of the southerly foundation wall of the Main Building, so called, at the easterly side of the Wheel House, so called; thence southerly, easterly, southerly, westerly and northerly along the face of the foundation of the Wheel House, so called, to the southerly face of the foundation of the Main Building, at a point where the westerly foundation of said Wheel House intersects the same; thence westerly along the southerly face of the foundation of said Main Building and the extension thereof to a corner of said foundation; thence northerly along the base of the westerly end of said foundation wall eight (8) feet, more or less, to a point where said base intersects the projection easterly of the southerly faces, at the bases thereof, of the two concrete piers which support the southerly side of said Extension; thence westerly along said projected line forty-three (43) feet, more or less, to the southwesterly corner of the base of the concrete pier which supports the southwesterly corner of said Extension; thence northerly and at right angles to the last mentioned course a distance of nineteen (19) feet, more or less, to a point at the intersection with a straight line projected easterly parallel with and three (3) feet southerly from the southerly side of what is now or formerly Storehouse No. 3, so called; thence westerly along said last mentioned _projected line to the easterly side of the Old Gray Road; thence extending southerly along the easterly side of said Old Gray Road to the thread of the Presumpscot River; thence easterly and southerly along the thread of the Presumpscot River to a point where a line extended north 79° 36' west in line with the southerly boundary of the land conveyed by this Grantor to Windham Fibres, Inc. by said Indenture of July 25,1945, would intersect the thread of said River; thence extending south 79° 36' east along said extended line to the iron pin at the point of beginning; together with all the Grantor's right, title and interest in and to land to the center line of any streets or roads adjoining said premises.

(b) A certain lot or parcel of land, together with the portion of the dam situated thereon, situated in said Towns, at Little Falls, so called, on the easterly side of Main Street (sometimes called the Old Gray Road), more particularly bounded and described as follows:

Beginning at a concrete post set in the easterly side line of said street and the northerly side line of land formerly of Ting Libby and later of Cora Sawyer; thence northerly by said street to the Presumpscot River; thence easterly and southerly by and along said river to land now or formerly of Eugene Hawkes; thence westerly by said Hawkes' land two hundred thirteen and eighteen one-hundredths (213.18) feet to land now or formerly of Peter Davis; thence northerly by said land of Davis and by said Cora Sawyer's land to the most northeasterly corner of said Sawyer's land; thence westerly by said Sawyer's land to said concrete post at the point of beginning; being the last described lot in the deed from Androscoggin Pulp Company to Andros Company dated the 12th day of August, 1932, and recorded in Cumberland County Registry of Deeds, Book 1406, Page 113, to which reference may be had for a further description of said lot or parcel of land. Together with all the Grantor's right, title and interest in and to land to the center line of any streets or roads adjoining said premises.

Excepting, however, from the land last described two lots or parcels of land, to wit: the premises conveyed by Andros Company to George N. Sferes by deed dated March 1, 1934 and recorded in said Cumberland Registry in Book 1433, Page 260, and the premises conveyed by Andros Company to Lewis E. Brackett by deed dated January 1, 1936, recorded in said Registry, Book 1485, Page 473, to which deeds reference is hereby made for a more particular description of said two excepted parcels.

Also excepting any right, title and interest which the South Windham Public Library or the Trustees thereof may have in and to the buildings occupied by them and the land on which they are rerected and a right of access thereto from said Main Street.

(c) All the Grantor's right, title and interest in and to any and all land lying westerly of said Main Street and/or the Old Gray Road, so called, which the Grantor acquired from Robert Gair Company, Inc. by deed dated March 7,1940, recorded in Cumberland County Registry of Deeds, Book 1601, Page 95; excepting, however, the premises and rights conveyed by this Grantor to Julia L. Siciliano by deed dated April 29, 1941 recorded in Cumberland County Registry of Deeds, Book 1637, Page 119, to which deed and the recording thereof reference is hereby made for a more particular description of the properties and rights excepted, but conveying the flowage rights reserved to the Grantor in said Siciliano deed.

Also conveying to the Grantee, its successors and assigns, all the Grantor's right, title and interest in and to the bed of said Presumpscot River and the right to use the waters of said river where the same adjoins the premises hereby conveyed.

Also conveying to the Grantee, its successors and assigns, any and all rights to construct, repair, replace and maintain a dam or to fill in or block

up any of said buildings, or to reinforce the foundations, and any and all rights of entering, all as were expressly excepted and reserved by this Grantor in said Indenture of July 25, 1945.

Meaning and intending to convey a portion of the premises conveyed to this Grantor by Robert Gair Company, Inc. by deed dated March 7, 1940, recorded in said Cumberland County Registry of Deeds, Book 1601, Page 95.

The above described premises are conveyed expressly subject to all the exceptions and reservations as the same are specifically set forth in said deed of Robert Gair Company, Inc. and also the agreement dated July 25, 1913, between E. I. DuPont de Nemours Powder Company and Androscoggin Pulp Company, respecting the dam at Little Falls, to the extent that said agreement may remain in force.

The premises hereby conveyed are also conveyed expressly subject to the right and easement of Central Maine Power Company, its successors and assigns, to construct, erect, repair, operate, replace and maintain any or all of its transmission or distribution lines as the same are now located along and across the premises hereby conveyed, and the right and easement of Central Maine Power Company, its successors and assigns, to overflow and flood: the premises hereby conveyed as the same may be overflowed and flooded by means of its dam as now constructed across the Presumpscot River at Mallison Falls, so called, together with flashboards thereon, or any renewals or replacements thereof not in excess of such height.

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TO HAVE AND TO HOLD the aforegranted and bargained premises, together with the privileges and appurtenances thereunto belonging, to the said Grantee, its successors and assigns, to its and their use and behoof forever, subject to the exceptions and reservations herein contained and to the following condition and restriction imposed upon said property and the ownership and operation thereof, which condition and restriction is hereby declared to run with the land hereby conveyed for the benefit of the remaining property owned by the Grantor.

And the said Grantor does hereby covenant with the said Grantee, its successors and assigns, that it will warrant and forever defend the premises to it, the said Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under it but against none other.

In consideration of the conveyance of the premises, rights and privileges hereby conveyed, the Grantee hereby covenants and agrees for itself, its successors and assigns, that if it, its successors and assigns, shall make any use of the waters of the Presumpscot River by means of said mill privilege or of said dam as the same is now or hereafter may be constructed, renewed or replaced, or shall make any use of the resultant storage of water or resultant energy for any purpose, such use shall be confined to the premises

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hereby conveyed and/or to the premises conveyed by the Grantor to Windham Fibres, Inc. by said Indenture of July 25, 1945, and that it, its successors and assigns, will keep and perform said condition and restriction under which said premises, rights and privileges are conveyed to it as a covenant running with the land for the benefit of the remaining property of the Grantor, and that the same shall continue and extend to and with said Grantor, its successors and assigns, as the owner or owners of the Grantor's remaining property forever.

IN WITNESS WHEREOF, the said Cumberland Securities Corporation has caused its corporate name to be signed and its corporate seal affixed by H. E. Hamilton, its Treasurer, hereunto duly authorized, and the said Atlantic Mills, Inc. has caused its corporate name to be signed and its corporate seal affixed by Samuel M. Klivansky its Treasurer, hereunto duly authorized, all as of the day and year first above written.

Signed, Sealed and Delivered

in presence of

CUMBERLAND SECURITIES CORPORATION

Nathaniel W. Wilson

By H. E. Hamilton

CORPORATE SEAL

Treasurer

ATLANTIC MILLS, INC.

CORPORATE SEAL

Edward F. Dana

By Samuel M. Klivansky

Seal

Treasurer

STATE OF MAINE,

Kennebec, ss.

Augusta, January 29, 1954.

Personally appeared the above-named H. E. Hamilton, Treasurer of Cumberland Securities Corporation,.. and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Cumberland Securities Corporation, before me,

Nathaniel W. Wilson Justice of the Peace

STATE OF MAINE,

CUMBERLAND, SS.

January 29, 1954.

Personally appeared the above-named Samuel M. Klivansky, Treasurer of Atlantic Mills, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Atlantic Mills, Inc., before me,

Edward F. Dana Justice of the Peace

Received January 29, 1954, at 12h 50m P.M., and recorded according to the original

CANCELLATION OF LEASE

AGREEMENT, made this 31st day of December, 1953, by and between THE AMERICAN OIL COMPANY, a Maryland corporation, and the Roman Catholic Bishop of Portland, Corporation Sole, of 307 Congress Street, Portland, Maine.

Catholic Bishop of Port.

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WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS:

That Robert Gair Company, Inc., a Delaware corporation having its principal to place of business at No. 155 East 44th Street, City, County and State of New York, Cumb. Securities in consideration of One Hundred Dollars (\$100.), paid by Cumberland Securities Corporation, a Maine corporation having its principal place of business in Portland, Maine, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto said Cumberland Securities Corporation, its successors and assigns, forever, real property situate in the Towns of Windham and Gorham, in the County of Cumberland, State of Maine, more particularly described as follows:

A.

A certain lot or parcel of land, with the buildings thereon, situate in said Towns at Little Falls, so called:

Beginning in said town of Windham at a point on the easterly side of the old Gray Road, so called, being the main street in the village of South Windham, four and one-half $(4\frac{1}{2})$ feet southerly from the southwesterly corner of the old tavern, so called, situated at the southeasterly corner of Depot Street and said old Gray Road; thence running South 83° 53' East to the southwesterly corner of land formerly of William Bickford and now of Grantor; thence northerly three and one-half $(3\frac{1}{2})$ rods to the southerly side of Depot Street, so called; thence easterly along said Depot Street eighty-nine and one-half (891) feet, more or less, to land now or formerly of Charles W. Bailey; thence southerly by said Bailey land to the southwesterly corner thereof; thence easterly by said Bailey land seventy-four (74) feet, more or less, to the southeasterly corner thereof; thence northerly by said Bailey land to the southerly side of Depot Street; thence easterly along said Depot Street to the northwesterly corner of land now or formerly of the Hart heirs; thence South 18° 30' East by the westerly side of said Hart heirs' land one hundred forty-one (141) feet to a post; thence South 44° 25' East by said Hart heirs' land seventy-two (72) feet to a post; thence North 72° 51' East and on line of a fence eight (8) rods ten (10) links to the westerly line of land of the Maine Central Railroad Company; thence southerly along said westerly line of said MaineCentral Railroad Company land fifty-five (55) rods five (5) links to the site of a fence; thence continuing southerly along said westerly line of said Maine Central Railroad Company land to land now or formerly of Mallison Falls Manufacturing Company; thence westerly by said land of Mallison Falls Manufacturing Company to the westerly high water line of the Presumpscot River; thence northerly and westerly along the westerly and southerly high water line of said River, including any land in the bed of said River situated in the adjoining town of Gorham, to the easterly side of the old Gray Road; thence northerly along said old Gray Road to the point of beginning.

Being a portion of the premises described in the deed from Sebago Wood Board

Co. to Androscoggin Pulp Company (a Maine corporation), dated April 4 1900 record PD 200587

Robert
Gair
Co.,Inc.
to
Cumb.
Securities
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Deed

ed in Cumberland County Registry of Deeds in Book 687, Page 383, and in the following three deeds to Androscoggin Pulp Company (a Massachusetts Corporation): from Cora E. Libby, dated March 29, 1917, recorded in said Registry in Book 988, Page 189; from Fiske Warren, Cornelia Warren and William H. Dunbar, Trustees, dated May 1, 1917, recorded in said Registry in Book 989, Page 409; from William H. Bickford, dated September 8, 1919, recorded in said Registry in Book 1031, Page 260.

EXCEPTING, however, from the above described premises a triangular piece of land containing 5,580 square feet, more or less, adjoining the westerly line of said Maine Central Railroad Company land conveyed by Samuel D. Warren and Mortimer B. Mason, Surviving Trustees, to the Portland & Ogdensburg Railroad by deed dated September 30, 1908, recorded in said Registry in Book 823, Page 396.

TOGETHER with all the Grantor's right to the use of the waters of the Presumpscot River where it adjoins said premises, and together with all the Grantor's right, title and interest in and to the land to the center lines of any streets or roads adjoining said premises and in and to all strips and gores of land adjoining the above described premises and the covenants, reservations, rights and privileges in favor of the grantor in the deed from Sebago Wood Board Co. to William W. Mason, Trustee, made November, 1899 and recorded in the Cumberland County Registry Office in Book 684, Page 175.

and all other real estate situate in said Towns of Windham and Gorham, owned by Androscoggin Pulp Company, (a Massachusetts corporation) on March 21, 1935, excepting, however, that strip of land conveyed by Robert Gair Company, Inc. to the inhabitants of the Town of Windham by deed dated February 4, 1938, said strip being approximately 15 feet wide by 48 feet long, and adjoining the rear of the municipal Fire Station on the westerly side of the Gray Road in the Village of South Windham.

в.

A certain lot or parcel of land, with the buildings thereon, situated in the Town of Gorham, in the Village of South Windham, so called, on the easterly side of Main Street (sometimes called the Old Gray Road), bounded and described as follows:

COMMENCING at a concrete post set in the easterly side line of said street and the northerly side line of land formerly of Ting Libby, and later of Cora Sawyer; thence northerly by said street to the Presumpscot River; thence easterly and southerly by and along the said river to land now or formerly of Eugene Hawkes; thence westerly by said Hawkes! land two hundred thirteen and eighteen one-hundredths (213.18) feet to land now or formerly of Peter Davis; thence northerly by said land of Davis and by said Cora Sawyer's land to the most northeasterly corner of said Sawyer's land; thence westerly by said Sawyer's land to said concrete post and point of beginning, and being the last described lot in the deed from the Androscoggin Pulp Company to the Andros Company, dated the 12th day of August, A. D. 1932, and duly recorded in Cumberland County Registry of Deeds in Book 1406, Page 113, to

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which reference may be had for a further description of said lot or parcel of land.

EXCEPTING, however, from the land last described, the following two lots or

parcels of land with the buildings thereon:

1. A certain lot or parcel of land with the buildings thereon situated in said Gorham, on the easterly side of said Main Street (Old Gray Road), bounded and described as follows:

COMMENCING at a concrete post set in the corner formed by the easterly side line of said Main Street with the northerly side line of land of said Cora Sawyer; thence northerly by said Street line ninety-two (92) feet to a point; thence easterly in a line parallel with the said northerly side line of said Cora Sawyer land and continuing in the same direction to a point twenty (20) feet westerly from the high water line of the Presumpscot River; thence southerly parallel with said high water line and holding the width of twenty (20) feet westerly therefrom to land of Eugene Hawkes; thence westerly by said Eugene Hawkes land to said Cora Sawyer land or land of persons unknown; thence northerly by said land of persons unknown and by said Sawyer land to the most northeasterly corner of said Sawyer land; thence westerly by said Sawyer land to said concrete post in the line of said Main Street and the point of beginning; being the lot of land conveyed by said Andros Company to George N. Sferes, by deed dated March 1, 1934 and recorded in said Registry in Book 1433, Page 260.

2. A certain lot or parcel of land with the buildings thereon situated in said Gorham, on the easterly side of said Main Street, otherwise called the Old Gray Road, bounded and described as follows:

BEGINNING at a point in the easterly side line of said Gray Road, so called, said point being the most northwesterly corner of the lot above-described conveyed to George N. Sferes; thence northerly by the easterly side line of said Gray Road, eighty-three (83) feet to a point, said point being marked by an iron hub driven into the ground; thence easterly by a line eighty-three (83) feet distant from and parallel with the northerly side line of said lot of land belonging to Sferes one hundred ninety-two (192) feet to a point marked by an iron hub set in the ground; thence southerly by a line parallel with the easterly side line of said Gray Road a distance of eighty-three (83) feet to an iron hub set in the ground; thence west-erly by the northerly side line of said Sferes land to the point of beginning, this point being marked by an iron hub set in the ground;

But including all the Grantor's right and title in and to said River and the bed thereof and in and to the land in said Old Gray Road.

BEING the same property described in the deed from Andros Company to Andros-coggin Paper and Pulp Corporation dated April 30, 1935, recorded in the aforesaid Registry in Book 1648, at Page 145.

TOGETHER with all privileges and appurtenances of the parcels of land hereby conveyed.

SUBJECT TO:

Company and Androscoggin Pulp Company, respecting the dam at said Little Falls, to the extent said agreement may remain in force.

Letting at will to Specialty Converters, Inc., by instrument dated July 6, 1939, at a rental of \$25.00 per month, covering the second floor of building No. 5 (the finishing and shipping building), as shown on the map of Grantor's said property, dated December 2, 1931, prepared by Factory Insurance Association, Hartford, Connecticut, which map is hereinafter referred to as the Insurance Map.

Oral letting to Ellis Paperboard Products, Inc., of the first floor of said building No. 5 at a rental of \$25.00 per month.

Side track agreements with Maine Central Railroad.

Any state of facts which an accurate survey would show.

TOGETHER with all machinery and mill equipment of the Grantor on said property, EXCEPTING the following three machines, title to which, together with spare parts and the equipment necessary for the running of said three machines, and the right to maintain said three machines in their respective present locations, are hereby expressly reserved to the Grantor:

- 1. The 108-inch paperboard machine now located in the building designated No. 4 (Machine Room) on the Insurance Map, as to which machine the Grantor reserves title and the right to maintain said machine in its present location for the period of six months from the date of this deed.
- 2. The 64-inch paperboard machine now located in the northerly portion of the building designated No. 1 (Main Building) on the Insurance Map, as to which machine the Grantor reserves title and the right to maintain said machine in its present location for the period of six months from the date of this deed.
- 3. The 64-inch machine, used for drying and lapping ground wood pulp, now located in the southerly or river side of the building designated No. 1 (Main Building) on the Insurance Map, as to which machine the Grantor reserves title and the right to maintain said machine in its present location for the period of six months from the date of this deed but agrees not to remove said machine from the property for the period of sixty days from the date of this deed.

TO HAVE AND TO HOLD the aforegranted and bargained premises and property, with all the privileges and appurtenances thereof, to said Cumberland Securities Corporation, its successors and assigns, to its and their use and behoof forever.

AND the Grantor covenants that neither it nor its dissolved subsidiary, Androscoggin Paper & Pulp Corporation, has done or suffered anything whereby said premises and property have been encumbered in any way whatsoever, except as aforesaid.

IN WITNESS WHEREOF, said Robert Gair Company, Inc. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by its President thereunto duly authorized, this 7th day of March, in the year of our Lord one thousand nine hundred forty.

U.S.I.R. \$50.00 Cancelled 3/7/40 G.M.

ROBERT GAIR COMPANY, INC. CORPORATE SEAL

President

By George E. Dyke,

ATTEST:

Walere d. Homes

Secretary

State of New York } SS.:

March 7, 1940.

Then personally appeared the above-named George E. Dyke, President of Robert Gair Company, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me, J. W. Duerr, Notary Public - Queens County, N. Y. Clerk's
No. 517, Reg. No. 244 Certificate filed in N. Y. County Clerk's No. 44, Reg. No.
0-D-19 Joseph W. Duerr on Notarial Seal Commission expires March 30, 1940
State of New York
County of New York
No. 37619

I, Archibald R. Watson, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that J. W. Duerr whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said County, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Queens with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York this 7 day of Mar. 1940.

Archibald R. Watson

NEW YORK SEAL County Clerk and Clerk of the Supreme Court
Received March 11, 1940, at 3h 30m P. M., and recorded according to the original

NOTICE TO PREVENT EASEMENT OR RIGHT OF WAY

Swift &

We, Raymond W. Swift and Dorothy E. Swift, both of Melrose, in the County of Notice Middlesex, Commonwealth of Massachusetts, owners of a certain lot or parcel of land, with the buildings thereon, situated in the Town of Harpswell, in the County of Cumberland and State of Maine, and bounded and described as follows, to wit:

Beginning at the northeasterly corner of the land of J. C. Ham, at the wRESP00591

THE FEDERAL LAND BANK OF SPRINGFIELD CORPORATE SEAL

By Edward M. Whitaker, Asst. Treasurer

Signed and Sealed in presence of

Allyn K. Talmadge

Commonwealth of Massachusetts County of Hampden ss

On this 29th day of July, 1936, before me personally appeared Edward M. Whitaker to me personally known, who, being by me duly sworn, did say that he is the Asst. Treasurer of The Federal Land Bank of Springfield and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and the said Edward M. Whitaker acknowledged said instrument to be the free act and deed of said corporation and his own free act and deed.

Allyn K. Talmadge, Notary Public, Notarial Seal Before me, My commission expires Mar. 13, 1942.

RDJ:AH

Received August 7, 1936, at 8h, -m, A.M. and recorded according to the original.

KNOW ALL MEN BY THESE PRESENTS, That Androscoggin Paper and Pulp Corporation, Andros. a corporation organized and existing under the laws of the State of Delaware, having a place of business at South Windham in the County of Cumberland and State of Maine, in consideration of one hundred dollars (\$100) paid by Robert Gair Company, Inc., a Delaware corporation having an office at 155 East 44th Street, New York, N. Y., the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey, unto the said Robert Gair Company, Inc., its successors and assigns forever:

Paper & Pulp Corp Robert Gair Co. Deed

A certain lot or parcel of land situated in the towns of Windham and Gorham in the County of Cumberland and State of Maine, at Little Falls, so called, together with the mills, mill privileges, buildings, dams, structures, fixtures, water rights and privileges and other appurtenances thereto belonging, bounded and described as follows:

BEGINNING in said town of Windham at a point on the easterly side of the old Gray Road, so called, being the main street in the village of South Windham, four and one half $(4\frac{1}{2})$ feet southerly from the southwesterly corner of the old tavern , so called, situated at the southeasterly corner of Depot Street and said Old Gray Road; thence running South 830 53' East to the southwesterly corner of land formerly of William Bickford and now of the grantor; thence northerly three and one half $(3\frac{1}{2})$ rods to the southerly side of Depot Street, so called; thence easterly along said Depot Street eighty-nine and one half $(89\frac{1}{2})$ feet, more or less, to land now or formerly of Charles W. Bailey: thence southerly by said Bailey land to the southwesterly corner thereof; thence easterly by said Bailey land seventy-four (74)

feet, more or less, to the southeasterly corner thereof; thence northerly by said Bailey land to the southerly side of Depot Street; thence easterly along said Depot Street to the northwesterly corner of land now or formerly of the Hart heirs; thence south 18°30' east by the westerly side of said Hart heirs' land one hundred forty-one (141) feet to a post; thence south 44° 25' east by said Hart heirs' land seventy-two (72) feet to a post; thence north 1709 east and on line of a fence eight (8) rods ten (10) links to the westerly line of land of the Maine Central Railroad Company; thence southerly along said westerly line of said Maine Central Railroad Company land fifty-five (55) rods five (5) links to the site of a fence; thence continuing southerly along said westerly line of said Maine Central Railroad Company land to land now or formerly of Mallison Falls Manufacturing Company; thence westerly by said land of Mallison Falls Manufacturing Company to the westerly high water line of the Presumpscot River; thence northerly and westerly along the westerly and southerly high water line of said River, including any land in the bed of said River situated in the adjoining town of Gorham, to the easterly side of the old Gray Road; thence northerly along said old Gray Road to the point of beginning.

Being a portion of the premises described in the deed from Sebago Wood Board Co. to Androscoggin Pulp Company (a Maine Corporation), dated April 4, 1900 recorded in Cumberland County Registry of Deeds in Book 687, Page 383 and in the following three deeds to Androscoggin Pulp Company (a Massachusetts Corporation); from Cora E. Libby, dated March 29, 1917, recorded in said Registry in Book 988, Page 189; from Fiske Warren, Cornelia Warren and William H. Dunbar, Trustees, dated May 1, 1917, recorded in said Registry in Book 989, Page 409; from William H. Bickford, dated September 8, 1919, recorded in said Registry in Book 1031, Page 260.

Excepting, however, from the above described premises a triangular piece of land containing 5,580 square feet, more or less, adjoining the westerly line of said Maine Central Railroad Company land conveyed by Samuel D. Warren and Mortimer B. Mason, Surviving Trustees, to the Portland & Ogdensburg Railroad by deed dated September 30, 1908, recorded in said Registry in Book 823, Page 396.

TOGETHER with the right to use all the water in the Presumpscot River where it adjoins said premises and, together with all the right, title and interest of the Grantor in and to the land to the centre line of the beds of any streets or roads adjoining said premises and all the land in the beds of any bodies of water adjoining or crossing said premises, and all strips and gores of land adjoining the above described premises, and all the covenants and reservations, right and privileges in favor of the grantor in the deed from Sebago Wood Board Co. to William W. Mason, Trustee, made November 1899 and recorded in the aforesaid Registry Office in Book 684, Page 175, and all real estate wherever situated, owned by Androscoggin Pulp Company (a Massachusetts corporation) on March 21, 1935.

BEING the same property described in the deed from Androscoggin Pulp Company

(a Massachusetts corporation) and Andros Company to this Grantor, dated March 21, 1935, recorded in the Cumberland County Registry of Deeds in Book 1465 at Page 379.

AND ALSO a certain lot or parcel of land situated in the Town of Gorham, in the Village of South Windham, so called, in the County of Cumberland, State of Maine, on the easterly side of Main Street (sometimes called the Old Gray Road), bounded and described as follows, to wit:

commencing at a concrete post set in the easterly side line of said street and the northerly side line of land formerly of Ting Libby, and later of Cora Sawyer; thence northerly by said street to the Presumpscot River; thence easterly and southerly by and along the said river to land now or formerly of Eugene Hawkes; thence westerly by said Hawkes' land two hundred thirteen and eighteen one-hundredths (213.18) feet to land now or formerly of Peter Davis; thence northerly by said land of Davis and by said Cora Sawyer's land to the most northeasterly corner of said Sawyer's land; thence westerly by said Sawyer's land to said concrete post and point of beginning, and being the last described lot in the deed from the Androscoggin Pulp Company to the Andros Company, dated the 12th day of August A.D. 1932, and duly recorded in Cumberland County Registry of Deeds in Book 1406, page 113, to which reference may be had for a further description of said lot or parcel of land.

Excepting, however, from the land last described, the following two lots or parcels of land with the buildings thereon, to wit:

1. A certain lot or parcel of land with the buildings thereon situated in said Gorham, on the easterly side of said Main Street (Old Gray Road), bounded and described as follows, to wit:

COMMENCING at a concrete post set in the corner formed by the easterly side line of said Main Street with the northerly side line of land of said Cora Saw-yer; thence northerly by said street line ninety-two (92) feet to a point; thence easterly in a line parallel with the said northerly side line of said Cora Saw-yer land and continuing in the same direction to a point twenty (20) feet westerly from the high water line of the Presumpscot River; thence southerly parallel with said high water line and holding the width of twenty (20) feet westerly therefrom to land of Eugene Hawkes; thence westerly by said Eugene Hawkes land to said Cora Sawyer land or land of persons unknown; thence northerly by said land of persons unknown and by said Sawyer land to the most northeasterly corner of said Sawyer land; thence westerly by said Sawyer land to said concrete post in the line of said Main Street and the point of beginning; being the lot of land conveyed by said Andros Company to George N. Sferes, by deed dated March 1, 1934 and recorded in said Registry in Book 1433, Page 260.

2. A certain lot or parcel of land with the buildings thereon situated in said Gorham, on the easterly side of said Main Street, otherwise called the Old Gray Road, bounded and described as follows, to wit:

BEGINNING at a point in the easterly side line of said Gray Road, so called,

said point being the most northwesterly corner of the lot above described conveyed to George N. Sferes; thence northerly by the easterly side line of said Gray road eighty-three (83) feet to a point; said point being marked by an iron hub driven into the ground; thence easterly by a line eighty-three (83) feet distant from and parallel with the northerly side line of said lot of land belonging to Sferes one hundred ninety-two (192) feet to a point marked by an iron hub set in the ground; thence southerly by a line parallel with the easterly side line of said Gray road a distance of eighty-three (83) feet to an iron hub set in the ground; thence westerly by the northerly side line of said Sferes land to the point of beginning, this point being marked by an iron hub set in the ground.

TOGETHER with the land in the bed of the Presumpscot River, and in the bed of said Main Street, adjoining the land hereinabove described, and all rights of the Grantor in and to said River and Street.

BEING the same property described in the deed from Andros Company to this Grantor, dated April 30, 1935, recorded in the aforesaid Registry of Deeds in Book 1468 at Page 145.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Robert Gair Company, Inc., its successors and assigns, to its and their use and behoof forever.

IN WITNESS WHEREOF, the said Androscoggin Paper and Pulp Corporation has caused this instrument to be sealed with its corporate seal and signed in its corporate name by its President thereunto duly authorized, this 30th day of July in the year one thousand nine hundred and thirty-six.

Signed, Sealed and Delivered in presence of

relow & Thruck

Secretary

ANDROSCOGGIN PAPER AND PULP CORPORATION CORPORATE SEAL

By E. Victor Donaldson, President

State of New York County of New York ss July 30th, 1936.

Then personally appeared the above named E. Victor Donaldson, President of Androscoggin Paper and Pulp Corporation, the Grantor Corporation aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me, J. W. Duerr, Notary Public, Queens Co. Clk's No. S176 N.Y. Co.Clk's No. 634 Reg. No 8 D 386 Commission expires March 30, 1938.

Joseph W. Duerr on Notarial Seal

State of New York) ss County of New York)

No. 41523 Series D

I, Albert Marinelli, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County. Do Hereby Certify that said Court is a Court of Record, having by law a seal; that J. W. Duerr whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has fire \$P00595

Office of the County of New York a certified copy of his appointment and qualifi-

A.H.Chapman Land

cation as Notary Public, for the County of Queens with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York in the County of New York, this 4_ day of Aug. 1936.

Albert Marinelli, Clerk NEW YORK SEAL Received August 7, 1936 at 8h, 25m, A.M. and recorded according to the original.

KNOW ALL MEN BY THESE PRESENTS, That A. H. Chapman Land Co., a corporation organized and existing under the laws of Maine and having its principal place of business in Portland, in the County of Cumberland and State of Maine, assignee and owner of a certain mortgage given by Luther S. Pressley to Abram H. Chapman dated July 25, A. D. 1930, and recorded in Cumberland County Registry of Deeds, Book 1292, Page 423, does hereby acknowledge that it has received full payment and satisfaction of the same and of the debt thereby secured, and in consideration thereof do hereby cancel and discharge said mortgage, and release unto the said Luther S. Pressley, his heirs and assigns forever the premises therein described.

IN WITNESS WHEREOF, the said A. H. Chapman Land Co. has caused its corporate name to be signed and its corporate seal to be hereto affixed by William B. Nulty, its Treasurer thereunto duly authorized this fifth day of August A. D. 1936. Signed, Sealed and Delivered in presence of

L. M. Eastman

A. H. CHAPMAN LAND CO.

CORPORATE SEAL

By William B. Nulty, Its Treasurer

State of Maine Cumberland ss August 5, 1936.

Personally appeared the above named William B. Nulty, Treasurer of A. H. Chapman Land Co. as aforesaid and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said A. H. Chapman Land Co.

Before me, Clarence A. Brown, Justice of the Peace Received August 7, 1936, at 10h, 4lm, A.M. and recorded according to the original.

KNOW ALL MEN BY THESE PRESENTS, That I, William Lyons of Westbrook, in the County of Cumberland and State of Maine, mortgagee and owner of a certain mortgage given by Ellie K. Hawes of said Westbrook, to me dated April 26, A. D. 1932, and recorded in Cumberland County Registry of Deeds, Book 1395 Page 158, do hereby acknowledge that I have received full payment and satisfaction of the same,

Lyons to Hawes

Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 15 day of July, 1932.

Daniel E. Finn Clerk NEW YORK STATE SEAL Received August 22, 1932, at 9h 25m A. M., and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS That the Androscoggin Pulp Company, a corpora- Androstion organized by law and having a place of business at Windham, in the County of Cumberland and State of Maine, in consideration of one dollar and other valuable considerations, paid by the Andros Company, a corporation organized by law and hav- War. ing a place of business at Dover, in the County of Kent and State of Delaware, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey, unto the said Andros Company, its successors and assigns forever, a certain lot or parcel of land with the buildings thereon situated in said Windham, in said County and State, bounded and described as follows, viz: southerly by the road leading by the John A. Andrews house and the Depot of the Portland and Ogdensburg Railroad in said Windham, easterly, northerly and westerly by land formerly of John J. Bodge, and now owned by Edward McKay, containing one and one-fourth $(1\frac{1}{4})$:

Being the same premises conveyed to Susan M. Grant by name of Susan M. Jordan, by Ann Maria Douglass on September 20, 1886, by deed recorded in said Cumberland County Registry of Deeds, in Book 529, Page 411, to which deed and record reference is hereby made for a further description of said premises.

acres, more or less, being ten (10) rods fronting on road and twenty (20) rods back.

Also another certain lot or parcel of land with the buildings thereon situated near Little Falls in said town of Windham, and lying on the road leading from the Horse Beef Road by the house of the late William Bacon to the Little Falls Road running past the house of Levi Bragdon, and bounded as follows, viz: Commencing on the westerly side of said road at the northeasterly corner of land now or formerly owned by William T. Wadwell; thence westerly by said land to the Portland and Ogdensburg Railroad; thence northerly by said railroad six (6) rods and eight (8) links to a stake; thence easterly twenty-nine (29) rods and four (4) links to a point on said road five (5) rods northerly from the point of beginning; thence southerly by said road to the point of beginning, containing one (1) acre, more or less.

And being the same premises conveyed by John P. Askov to said Androscoggin Pulp Company by his deed of warranty dated on the twenty-eighth day of May, A. D. 1917, and recorded in said Cumberland County Registry of Deeds, in Bool/112. RESP00597

coggin Pulp Co. to Andros Co.

U.S.I.R. \$14.00 A.P.C. Aug.12, 1932.

.149, to which deed and record reference is hereby made for a further description of said premises.

Also another certain lot or parcel of land with the buildings thereon situated in said Windham, containing four (4) acres and ninety-three (93) square rods, and bounded as follows, viz: Beginning at an iron pin marking the northeast corner of said lot; thence running south fifteen and three-fourths $(15\frac{3}{4}^{\circ})$ degrees, east thirty-three (33) rods and nine (9) links on the line of the town road, now called High Street; to an iron pin or marker; thence south seventy-three and one-half $(73\frac{1}{2}^{\circ})$ degrees, west twenty-nine (29) rods and seven (7) links to an iron pin on the line of the property of the Maine Central Railroad; thence north (8) degrees, east on line of said Railroad thirty-seven (37) rods and four (4) links to an iron pin; thence north seventy-five (75°) degrees east fourteen (14) rods and seventeen (17) links to point of beginning.

This lot is conveyed subject to a proposed street called Androscoggin Street, and leading westerly over and across said lot from High Street, so called, to the Maine Central Railroad location.

Excepting and reserving however, from the last described lot herein and from this conveyance a certain lot or parcel of land with all the buildings thereon, situated in said Windham, on the northerly side of proposed Androscoggin Street, bounded and described as follows, to wit: Beginning at a pin to be driven into the ground in the northerly side line of said street; thence northerly in a straight line thirteen (13) feet and eight (8) inches, easterly from the easterly side line of the dwelling house standing on said lot, sixty-seven (67) feet and seven (7) inches to a pin; thence easterly two (2) feet to a pin; thence northerly one hundred twenty-two (122) feet to a pin; thence southwesterly seventy-five (75) feet to a pin; thence southeasterly one hundred eighty-one (181) feet to a pin to be driven in the said side line of said proposed street; thence easterly by said side line of said proposed street, about ninety-two (92) feet to the point of beginning and the first named pin. This lot was conveyed to George W. and Letitia L. Freiday on March 4, 1932, by deed recorded in said Cumberland Registry of Deeds, in Book 1289, Page 222.

Also another certain lot or parcel of land situated in said Windham, bounded and described as follows, viz: Beginning on the westerly side of what was in 1890, known as the Main or River Road at the east corner of the old Andrews Farm, now or formerly owned by Hazen Whittier; thence running south about sixty-eight (68) degrees west on the line of said Andrews Farm to the easterly side line of the Portland Ogdensburg Railroad location, now the Maine Central Railroad; thence southerly by said Railroad line to an iron hub driven in said easterly side line of said Railroad location and the southerly side line of the lot herein described; thence easterly on a line parallel to the first mentioned line and by and along the northerly side line of the State Reformatory for Men farm, and to the westerly side line of said River Road; thence northerly by said River Road line to the point of beginning, and being a part of the same premises conveyed to the grantor herein the principle of the Spring Spring 598

et als. trustees, by their deed dated on the first day of May, A. D. 1917, and recorded in said Registry, in Book 989, Page 409.

This lot is conveyed subject to a street called High Street extending over and across said lot from the northerly side line thereof to the southerly side line thereof, and also to a proposed street, leading from said High Street over and across said lot to said River road.

Excepting and reserving however, from this last described lot and from this conveyance, ten (10) certain lots or parcels of land heretofore conveyed, to wit: One lot to George Ranloff, two lots to William Swendsen, one lot to George Bailey, one lot to Abe Libby, one lot to Charles Phinney, one lotto Augustine Pecoraro, one lot to Edward McKay, and two lots to Warren Dolley, and any other lot that may have been conveyed.

Also another certain lot or parcel of land with all the buildings thereon situated in Gorham, in the village of South Windham, so called, on the easterly side of Main Street, bounded and described as follows, to wit: Commencing at a concrete post set in the easterly side line of said street and the northerly side line of land formerly of Ting Libby, now owned by Cora Sawyer; thence northerly by said street line to the Presumpscot river; thence easterly and southerly by and along the said river to land of Eugene Hawkes; thence westerly by said Hawkes land two hundred thirteen and eighteen one-hundredths (213.18) feet to land of Peter Davis; thence northerly by land of said Davis and by said Cora Sawyer's land to the most northeasterly corner of said Sawyer's land; thence westerly by said Sawyer's land to said concrete post and point of beginning.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Andros Company its successors and assigns, to it and their use and behoof forever.

AND it does covenant with the said grantee its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all incumbrances; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors and assigns shall and will warranty and defend the same to the said grantee its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, it the said Androscoggin Pulp Company has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by F. E. Schluter its Treasurer hereunto duly authorized this twelfth day of August, in the year of our Lord one thousand nine hundred and thirty-two. Signed, Sealed and Delivered in Presence of

Flora Brown

ANDROSCOGGIN PULP COMPANY

CORPORATE SEAL

By F. E. Schluter, Treas.

State of New York, County of N. Y., ss. August 17, 1932. Personally appeared the above named F. E. Schluter and acknowledged the above instrument VIE_RESP00599

Before me, Florence Pruzan, Notary Public, Notarial Seal

Notary Public Kings Co. Clks. No. 100, Reg. No.411_ N. Y. Co. Clk. No. 226, Reg. No.

4P154 Commission expires March 30, 1934.

Received August 22, 1932, at 11h -m A. M., and recorded according to the original

Richardson & to Ingalls War.

KNOW ALL MEN BY THESE PRESENTS, That we, Charles E. Richardson and Irving Richardson, both of Westbrook, in the County of Cumberland and State of Maine, in consideration of one dollar and other good and valuable considerations (in all not exceeding one hundred dollars) paid by Ralph M. Ingalls, of Portland, in said County of Cumberland and State of Maine; the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Ralph M. Ingalls, his heirs and assigns forever, certain lots and parcels of real estate situate in said Westbrook, together with all the buildings thereon, and containing seventy (70) acres more or less, and being that property, premises and real estate which has been owned and occupied by us as our homestead for the past many years and whereon we both, together with our sister, now live; and the same premises and real estate constitutes all the real estate we own, either of us or both of us own now in said Cumberland County in common tenancy, in joint tenancy, or otherwise, and the same is all that property conveyed to us by one Nathaniel Clements by his deed dated January 2. A. D. 1893, and by one Ella Clements by her deed dated March 13, 1893; said deeds having been respectively recorded in Cumberland Registry of Deeds in Book 597, Pages 356 and 357, and in Book 601, Page 156; and in the former deed two-thirds part of said property hereby conveyed was so conveyed to us, and in the latter the remaining onethird part thereof was so conveyed to us in joint and common tenancy.

The property hereby conveyed, as of the day and date of said deed of Nathaniel Clements to us, said grantors, was bounded and described in the following words:

"Commencing upon the line of division between the Town of Westbrook, now the City of Westbrook, and the town of Gorham, at a point distant thirty-two rods northerly from the North side of the New Road so-called leading from Westbrook aforesaid to said Gorham Village; thence running South 77.º East in a line parallel to said New road fifty-three rods, more or less, to land of John W. Bixby; thence running northerly by said land of said Bixby to "the middle or thread of the Presumpscot River; thence northerly by the middle or thread of said river to the said line of division between said Westbrook and Gorham; thence southerly by said division line, across the old road so-called aforesaid to the point first named and place of beginning."

And said Nathaniel Clements in so conveying to us, said grantors, did recite and aver that the same property, meaning said two-thirds part in common and undivided, so-conveyed, was the same conveyed to him, said Nathaniel Clements by Nathaniel and Franklin Partridge, by their deed dated April 10, A. D. 1848, and recorded in the Cumberland Registry of Deeds, Book 208, Page 537; and said Nathaniel Clements

10/18/1974

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KNOW ALL MEN BY THESE PRESENTS

THAT, I, LAWRENCE J. KEDDY of Portsmouth in the County of
Rockingham and State of New Hampshire, in consideration of One Dollar

(\$1.00) and other valuable consideration paid by SCOTT PAPER COMPANY

(S. D. WARREN DIVISION), a Corporation organized and existing under
the laws of the Commonwealth of Pennsylvania and having a place of business
at 89 Cumberland Street in the City of Westbrook, County of Cumberland and
State of Maine, the receipt whereof, I do herby Acknowledge, do hereby
Remise, Release, Bargain, Sell and Convey and forever Quit-Claim unto
the said Scott Paper Company (S. D. Warren Division), its successors and
assigns forever, premises, rights and easements located in the Towns of
Windham and Gorham in the County of Cumberland and State of Maine hereafter
described:

First:

A certain lot or parcel of land with the buildings thereon and with part of the dam thereon situated at Little Falls in that part of the Town of Windham known as South Windham on the easterly side of Main Street, formerly known as the Old Gray Road and now designated State Route 202 and bounded and described as follows: (courses based on true meridian)

Beginning at a point on the easterly side of said Main Street at the southwest corner of the parcel of land formerly of Keddy Manufacturing Company, conveyed to Lawrence J. Keddy by deed of Park Corporation dated May 9, 1974 and recorded in the Cumberland County Registry of Deeds in Book 3545, Page 141, which point is further described as being one hundred seventy-five (175) feet southerly of the southwest corner of land now or formerly of Robert Miele et al; and which point is further described as being one hundred seventy-two and fifty-seven hundredths (172.57) feet southerly of the monument with the iron pin located on the easterly side of Main Street near the corner of said Miele lot.

Thence North 87° 13' East by line of said land formerly of Keddy Manufacturing Company three hundred fifty-five and eighty-three hundredths feet (355.83) feet, more or less, on a course which intersects the face of the westerly foundation of the main factory building on the land so conveyed by Park Corporation to said Keddy at a right angle thereto, at a point marked by a drill hole set;

Thence South 2° 47' East along the said face of the westerly foundation fifty-eight and seventy-four hundredths (58.74) feet to a corner of said foundation;

Kenon

Thence North 87° 30' East by the face of the southerly foundation of said building a distance of thirty-four and seventy-two hundredths (34.72) feet to a point distant twenty-five (25) feet northeasterly from the center of the 12,000 volt electric transmission line which runs southeasterly from a point near said corner of said foundation;

Thence running twenty-five (25) feet distant northeasterly from and parallel with said center of said electric pole line South 57° 44' 10" East by another portion of the land conveyed to said Keddy by deed of Atlantic Mills, Inc. dated October 30, 1961 and recorded in said Registry of Deeds in Book 2641, Page 44, a distance of three hundred eighty-nine and sixty hundredths (389.60) feet, more or less, to a corner wholly within said parcel conveyed by said Park Corporation to said Keddy which corner is at the intersection of the lines parallel with and twenty-five feet (25) distant northeasterly and easterly of the existing transmission line running between the generating stations at Little Falls and Mallison Falls;

Thence on a course of South 11° 08' 30" East a distance of seventy and sixty-three hundredths (70.63) feet, more or less, to line of land conveyed to said Keddy by said deed of Atlantic Mills, Inc.;

Thence on the same course one hundred twenty-seven and 50/100 (127.50) feet, more or less, to the line of land conveyed to Mallison Corporation by deed of Cumberland Securities Corporation dated May 25, 1955 and recorded in said Registry of Deeds in Book 2232, Page 46;

Thence by line of said Mallison Corporation land westerly to the thread of the Presumpscot River;

Thence by the thread of the River northerly and westerly to a point in the southerly extension of the easterly side line of said Main Street;

Thence northerly by said extension and by the easterly side line of Main Street to the point of beginning; including herewith all right, title and interest of the Grantor in and to land extending to the center line of any streets or roads adjoining said premises.

Subject to a right-of-way for vehicles and pedestrians thirty (30) feet in width extending easterly from Main Street from the point of beginning above described along the northerly boundary first above described to to tree doorway located in the westerly foundation of the said main factory building (a distance of three hundred fifty-five and eighty-three hundredths (355.83 feet, more or less), with the right reserved to the Grantor, his heirs and assigns, to maintain and use on, in and over said right-of-way the existing door and stairs adjacent to said main factory building.

Subject also to existing rights of Central Maine Power Company or others to maintain transmission lines over and across said premises.

Reference is made to the deed from Atlantic Mills, Inc. to Lawrence J. Keddy dated October 30, 1961 and recorded in the Cumberland County Registry of Deeds in Book 2641, Page 44 and to the deed from Park Corporation to said Keddy dated May 4, 1974 and recorded in said Registry in Book 3545, Page 141.

Second:

A certain lot or parcel of land with any buildings and part of the dam

30' ESM

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thereon situated at Little Falls in the Town of Gorham, bounded and described as follows:

Beginning at a point on the Easterly side of said Main Street at the Northwesterly corner of land now or formerly of Louis E. Brackett, et al;

Thence easterly by said Brackett land one hundred ninety-two (192) feet, more or less, to a corner:

Thence southerly by said Brackett land eighty-three (83) feet, more or less, to land now or formerly of George N. Sferes;

Thence easterly and southerly by said Sferes land to land of Eugene Hawkes;

Thence by Hawkes land easterly to the thread of the Presumpscot River:

Thence northerly and westerly by said thread to a point in the northerly extension of the easterly side line of said Main Street;

Thence southerly by said extension and by said easterly side line of Main Street to the point of beginning; including herewith all right, title, and interest of the Grantor in and to land extending to the center line of any streets or roads adjoining said premises.

Excepting and reserving the rights of the South Windham Public Library, or Trustees thereof, in buildings occupied by them and in the land on which they are erected, and the right of access thereto easterly from said Main Street.

Third:

All right, title and interest in any and all land which may lie westerly of Main Street in the Towns of Windham and Gorham, and which was conveyed by Robert Gair Co., Inc. to Cumberland Securities Corporation by deed dated March 7, 1940 and recorded in said Registry of Deeds, Book 1601, Page 95. Excepting, however, the premises and sewer right of way conveyed by Cumberland Securities Corporation to Julia L. Siciliano by deed dated April 29, 1941, recorded in said Registry of Deeds, Book 1637, Page 119, but conveying the flowage rights reserved to the Grantor therein. Excepting from this conveyance the parcel conveyed to the Inhabitants of the Town of Windham by deed of Lawrence J. Keddy dated November 29, 1961 and recorded in the said Registry of Deeds in Book 2646, Page 357, but conveying all rights reserved in said deed.

Also conveying to the Grantee, its successors and assigns, all the Grantor's right, title and interest in and to the bed of the said river and the right to use the waters of said river where the same adjoins all premises hereby conveyed, and all rights of flowage appurtenant to these premises. Reserving, however, to the said Lawrence J. Keddy, his heirs and assigns the right to use the waters of, and take water from, the Presumpscot River, where and if said waters are not within the premises herein conveyed, for cooling and processing purposes on other land of said Keddy, his heirs and assigns adjacent to the premises herein conveyed, and to discharge said waters, and any additional waters obtained from Public Water Supply used for cooling and processing purposes into the Presumpscot River in accordance with applicable Local, State and Federal Standards, and to maintain, repair and replace the existing closed circuit cooling pipe extending from said adjacent premises into the bed of the Presumpscot River, but in no event shall the Grantee herein be obligated to maintain or alter the flow of water in the Presumpscot River for the operation, maintenance, repair or replacement of said cooling pipe.

CONVEYING THE BED OF

Cooling Pipe

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Also conveying to the Grantee, its successors and assigns that portion of the island sometimes called Little's Island which lies southerly of a line drawn from the monument with the iron near the southwest corner of land formerly of Robert Miele et al located on the easterly side of said Main Street and running on a course of North 89° West (True North) (the large oak tree mentioned in earlier deeds having long since been cut.)

Also conveying to the Grantee, its successors and assigns the right to maintain, repair and replace a structure on the building formerly of Park Corporation, later of Lawrence J. Keddy, for the purpose of supporting the 12,000 voit electric transmission line above mentioned.

Together with the right, in common with others so entitled, to pass and repass over, across and along the existing roadway, which starts on Depot Street near the line of land formerly of Lucy Hart and runs southerly and then easterly toward the land of Maine Central Railroad, then runs southerly, then westerly around the southerly end of the factory building to run between the factory building and the Presumpscot River, as a means of access to the electric transmission line and the supporting poles thereof near said River, and the right to retain, repair and replace in its present location one guy pole and anchors near the property line beside said existing roadway.

Neither the Grantor nor the Grantee, their respective heirs, successors or assigns, shall be obligated to repair or maintain any portions of said roadway.

This conveyance is made subject, however, to the right to use, in common with the Grantor, his heirs and assigns, so much of said roadway as crosses premises herein conveyed.

The premises hereby conveyed are subject to the right and easement of the Central Maine Power Company, its successors and assigns, to repair, replace and maintain any and all of its transmission and distribution lines as are now located along and across said premises and the right of said Central Maine Power Company, its successors and assigns, to overflow and flood the above described premises as may be overflowed and flooded by means of its dam at Mallison Falls all as set forth in deed of Cumberland Securities Corporation to Atlantic Mills, Inc. dated January 29, 1954, recorded in said Registry of Deeds Book 2167, Page 245.

The above described premises are also conveyed subject to the covenants of the Grantor herein which are binding upon him, his heirs and assigns as to the use of water of the Presumpscot River which may be dammed up or stored, said covenants being more fully set forth in the said deed of Cumberland Securities Corporation to the Atlantic Mills, Inc. dated January 29, 1954.

The above described premises are also conveyed subject to an agreement respecting: the height of the dam at Little Falls between E. I. DuPont De Nemours Powder Company and Androscoggin Pulp Company dated July 25, 1913 and recorded in said Registry of Deeds, Book 925, Page 176, to the extent said agreement may still be in effect.

Reference is made to the deed from Atlantic Mills, Inc. to Lawrence J. Keddy dated October 30, 1961 and recorded in the Cumberland County Registry of Deeds in Book 2641, Page 44 and, as to a small portion, the deed from Park Corporation to Lawrence J. Keddy dated May 9, 1974 and recorded in said Registry of Deeds in Book 3545, Page 141.

BACHWATTON DAM

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging to the said Scott Paper Company (S. D. Warren Division), its successors and assigns forever.

And the said Grantor does covenant with the said Grantee, its successors and assigns that he has not delivered any unrecorded instrument to any third party or parties (excluding the Grantee herein) conveying any interest in or encumbering the real estate and interest in real estate listed and described herein.

IN WITNESS WHEREOF, the said Lawrence J. Keddy, unmarried, has hereunto set his hand and seal this /8th day of October in the year of our Lord one thousand nine hundred and seventy-four.

Signed, Sealed & Delivered in presence of

P

Facruse Kest

(Seal)

STATE OF MAINE CUMBERLAND, ss.

October 18,

1974

Personally appeared the above named Lawrence J. Keddy and acknowledged the above instrument to be his free act and deed.

Before me,

Attorney-at-Law

OCT 18 1974

RDGISTRY OF DEEDS. CUMBERLAND COUNTY, WATER

Received at POI WA

lualu-

BRICKHILL PHASE II SOUTH PORTLAND, ME

January 25, 2005

INSPECTION AND MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES

Stormwater Management Facilities include swales, ditches, paved surfaces, catchbasins, manholes, outlet structures, drain pipe, oil/grit separators and detention ponds. Periodic inspection and maintenance of these site features and devices is necessary to prevent erosion, protect roadways and other paved areas, and remove pollutants from stormwater runoff.

SWALES, DITCHES, AND PAVED AREAS:

Swales, ditches, and paved areas are easily inspected during a site walk. Since visual inspection is easy, their condition should be assessed during and/or after significant rainfall events such as thunder showers and periods of heavy or extended rainfall and during periods of significant snowmelt. Any damage or unusual condition such as sedimentation of a ditch, erosion, damaged curb or dying vegetation should be recorded, dated and initialed by the inspector when observed. Even if there is no damage, the inspector should make record of these inspections at least twice annually.

Paved areas should be visually inspected monthly during the winter. The inspector should pay particular attention to the buildup of sand around catchbasin grates and remove accumulations that block the free flow of surface runoff to the catchbasins. The date and initials of the inspector should be recorded on the forms provided as well as a notation of any cleanup effort that was made and the approximate volume of sand that was removed.

CATCHBASINS, DRAIN MANHOLES AND OUTLET STRUCTURES:

Catchbasins are precast concrete structures with sumps and cast iron grates used to collect stormwater and trap heavy sediments. Drain manholes are similar structures constructed with a channel instead of a sump and a solid cast iron cover instead of a grate. Drain manholes exist at changes in direction and/or size of storm drain pipe. Outlet structures are similar to manholes and control the flow of stormwater leaving the detention pond. Catchbasins, drain manholes and outlet structures provide access to the closed storm drain system for inspection and maintenance.

Throughout the winter/spring sanding period, inspect catchbasins monthly and after every significant rainfall event or period of heavy snowmelt. Clean catchbasin sumps when sediment level is within 3 inches of the outlet pipe invert. Inspect drain manholes twice annually, once in the spring following the cleanup of winter sand and once in late fall prior to the winter sanding period. Remove sand deposits and debris as necessary. Record dates of inspections, observations and maintenance measures implemented (if any) on the forms provided and initial the entry.

DRAIN PIPES:

Drain pipes are road culverts and pipes connecting catch basins and drain manholes. Inspect drain pipes when inspecting other stormwater maintenance facilities. At least annually, make a visual inspection of the pipe. During the daylight you should be able to see light through most pipes as they have been laid to a straight line and grade. In some cases (e.g., pipe runs to a drain manhole, or is blocked), you will need a light to inspect pipes. Clean pipes as necessary.

DETENTION PONDS:

Detention ponds are impoundments designed to temporarily store runoff and release it at a controlled rate.

Inlets and outlets of detention ponds should be inspected monthly during wet weather conditions from March to November. The pipe ends should be cleared of debris as necessary and inspected for damage.

Ponds should be inspected semi annually for erosion, destabilization of side slopes, embankment settling and other signs of structural failure, and loss of storage volume due to sediment accumulation. Corrective action should be taken immediately upon identification of problems.

Embankments should be maintained to preserve their integrity as impoundment structures, including, but not necessarily limited to, (vegetative maintenance, mowing and control of woody vegetation by landscape contractor), rodent control, erosion control and repair.

Inspections should be documented on forms similar to those provided. The date and initials of the inspector should be recorded as well as a description of conditions and any repair effort.

OIL/GRIT SEPARATORS:

Oil/grit separators are precast concrete structures used to trap sediment and floatables before stormwater is discharged from the stormwater management system. These devices were manufactured be Vortechnics, Inc., 41 Evergreen Drive, Portland, ME (207) 878-3662.